

FOUR NEW K-8 SCHOOLS
TP-00 – Design Assist Services for Mechanical and
Electrical Scopes

CONSTRUCTION MANAGER ADDENDUM #3

Please note the changes, corrections, additions, deletions, information, and/or instructions in connection with the work to be done under this Contract, and submit prices and be governed accordingly. This Addendum shall be incorporated with the specifications and shall form part of the Contract Documents.

Please acknowledge receipt of this Addendum in the Bid Form.

FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE BID FORM MAY
RENDER THE BID INFORMAL.

December 3, 2025

Empowering today for a better tomorrow

**FOUR NEW K-8 SCHOOLS
CONSTRUCTION MANAGEMENT
TP-00 – DESIGN ASSIST SERVICES FOR MECHANICAL AND ELECTRICAL SCOPES**

CONSTRUCTION MANAGER ADDENDUM #3

DATE OF ISSUE: December 3, 2025

ISSUED BY: Jeff Doerksen

PHONE: (204) 326-1341 Ext. 221

EMAIL: jeff.doerksen@penn-co.com

This Addendum forms part of the Contract Documents and amends the original Tender Package, dated November 14, 2025. Ensure that all parties submitting bids are aware of all items included in this Addendum.

ITEM #1 REQUEST FOR PROPOSALS DESIGN-ASSIST SERVICES
Total Pages: 38

1. Replace the RFP with RFP attached herein.
 - a. Specific changes are noted on the following items;
 - i. Added clause 1.3.10
 - ii. Modified clause 1.5.1
 - iii. Modified clause 1.5.1
 - iv. Added clause 1.5.1.1
 - v. MODIFIED CLAUSE 1.7 – Specifically reference to the Manitoba Jobs Agreement has been modified to indicate that pricing must reflect the implementation of the Manitoba Jobs Agreement.
 - vi. Modified clause 1.7.3 – Maximum 1 Project will be available for the Design-Assist Company through the Design-Assist process. Should the successful Proponent wish to bid additional Project Sites, they will be allowed to do so via Public Tender once the Project Team has issued them to the broader market.
 - vii. **MODIFIED CLAUSE 1.9 RFP SCHEDULE**
 1. **MODIFIED DEADLINE OR ENQUIRIES: December 9, 2025 @ 5 PM**
 2. **MODIFIED TENDER CLOSE DATE: December 16, 2025 @ 2 PM**
 3. **ADDED MANITOBA JOBS AGREEMENT BIDDERS CONFERENCE DATE: December 8, 2025 @ 9:30 AM – 11:00 AM**
 - a. *Pre-Registration required – see 1.14 for direction on Pre-Registration
 - b. Location TBD
 4. Modified Preferred Proponent Selection/Design-Assist Services to Commence: December 23, 2025

- viii. **ADDED CLAUSE 1.14 – MANITOBA JOBS AGREEMENT BIDDERS CONFERENCE**
- ix. **ADDED CLAUSE 1.15 – MANITOBA JOBS AGREEMENT DOCUMENTATION**
 - x. Deleted clause 3.2.1.1
 - xi. Modified Clause 4.1 – Specifically Added a Pass/Fail requirement for the Manitoba Jobs Agreement Contractor Attestation Form.
 - xii. Modified Clause 4.1 – Specifically Added a Pass/Fail requirement for the Manitoba Jobs Agreement Jurisdictional Assignment Report.
- xiii. **Added Appendix K: Manitoba Jobs Agreement Contractor Attestation Form.**
 - 1. **Proponents are advised that this is a mandatory submission with the proposal. Failure to complete and submit form with proposal will result in disqualification.**
- xiv. **Added Appendix L: Manitoba Jobs Agreement Jurisdictional Assignment Report.**
 - 1. **Proponents are advised that this is a mandatory submission with the proposal. Failure to complete and submit form with proposal will result in disqualification.**
- xv. Modified clause 4.2.5.3, corrected the **sample calculations** that used 15 points instead of the indicated 10 points

ITEM #2 **FRONT-END SPECIFICATIONS**
Total Pages: 55

- 1. Replace Section 00 00 00 Table of Contents with Section 00 00 00 attached herein.
 - a. Specific changes are noted on the following items;
 - i. Updated Table of Contents
- 2. Replace Section 00 21 13 Instructions to Bidders with Section 00 21 13 attached herein.
 - a. Specific changes are noted on the following items;
 - i. Modified clause 1.1.1
Tender Closing Time: 2:00 PM CST on December 16, 2025
 - ii. Modified clause 1.3.3
Question Period: December 9, 2025 @ 5:00 PM CST
 - iii. **ADDED CLAUSE 1.13 – MANITOBA JOBS AGREEMENT BIDDERS CONFERENCE**
 - iv. **ADDED CLAUSE 1.14 – MANITOBA JOBS AGREEMENT DOCUMENTATION**
- 3. Replace Section 00 31 00 Available Project Information with Section 00 31 00 attached herein.
 - a. Specific changes are noted on the following items;
 - i. Modified clause 1.10
 - ii. Modified clause 1.11
 - iii. Added clause 1.12

4. Replace Section 01 91 00 Commissioning with Section 01 91 00 attached herein.
 - a. Specific changes are noted on the following items;
 - i. Modified headnote, section number changed to 01 91 00
5. Replace Section 01 91 19 Building Enclosure Commissioning with Section 01 91 19 attached herein.
 - a. Specific changes are noted on the following items;
 - i. Modified headnote, section number changed to 01 91 19
 - ii. Deleted clause 1.16
6. Replace Appendix "B" – CCCA1-2021 Stipulated Price Subcontract & Supplemental Conditions with Appendix "B" attached herein.
 - a. Specific changes are noted on the following items;
 - i. Updated Subcontractor Supplemental Conditions

ITEM #3 MANITOBA JOBS AGREEMENT & RELEVANT DOCUMENTATION

Total Pages: 160

Request for Proposals Design-Assist Services

**Mechanical
Electrical**



Four New K-8 Schools Construction Project

Project #: 4962/4963/4964/4965

Winnipeg/Brandon, MB

ISSUED FOR RFP: November 14, 2025

SUBMISSION DEADLINE: December 16, 2025 @ 2:00 PM CST

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Part 1 INSTRUCTIONS TO BIDDERS

1.1 REQUEST FOR PROPOSALS

- .1 On behalf of Department of Education and Early Childhood Learning (EECL) (the Owner) and Government of Manitoba, Public Service Delivery, Capital Project Planning and Delivery (CPPD) (the Owner's Representative), Penn-co Construction (the Construction Manager) is inviting the following Trade Contractors who have the necessary qualifications and experience, as outlined in Part 4 of this document, to submit proposals to provide design-assist services for the **Four New K-8 Schools Construction Project**.

**Mechanical
Electrical**

- .2 Deliver proposals electronically via e-mail to:

Jeff Doerksen
Penn-co Construction Canada (2003) Ltd.
E-mail: jeffd@penn-co.com

- .3 Proposals are due on the date and time as listed on the front cover page.
- .4 Proposals submitted by mail delivery or fax will not be accepted.
- .5 Proposals received after the submission deadline will be considered non-compliant.
- .6 Proposals received prior to the submission deadline will be opened privately by the evaluation committee as outlined in Section 4.2.1.

1.2 RFP CONTACT

- .1 All enquires should be submitted via e-mail to the Construction Manager as indicated below:

Princess Maica de Grano
Penn-co Construction Canada (2003) Ltd.
E-mail: maica.degrano@penn-co.com

- .2 Enquiries must be submitted in writing no less than five business days before the submission deadline.

1.3 AVAILABLE PROJECT DOCUMENTS

- .1 Request for Proposals for Design Assist Services dated November 14, 2025
- .2 Class B Drawings - CM Pricing - BSD dated November 7, 2025

- .3 Class B Drawings - CM Pricing - PSD dated November 7, 2025
- .4 Class B Drawings - CM Pricing - RETSD dated November 7, 2025
- .5 Class B Drawings - CM Pricing - SOSD dated November 7, 2025
- .6 Class B Specifications (Volume 1 & Volume 2) dated November 7, 2025
- .7 Front End Specification Package dated November 21, 2025
- .8 Daycare Itemized Price Drawing Package dated November 21, 2025
- .9 Alternate Price Main & Second Floor Enlarged Plans dated November 21, 2025
- .10 Manitoba Jobs Agreement, Associated Forms, & Appendices

1.4 ADDENDA

- .1 Any and all changes to the RFP document will be issued by Penn-co Construction in the form of an addendum through MERX and WCA. Proponents shall acknowledge receipt of all addenda in their submission.

1.5 INTENT

- .1 The intent of this Request for Proposals (RFP) is to identify and select qualified Mechanical and Electrical Trade Contractors through a value-based evaluation process. The preferred Trade Contractor will be issued a Letter of Intent with Penn-co Construction for the Pre-Construction Phase of the project and may subsequently be awarded a subcontract for the Work upon acceptance of the Final Contract Price.
 - .1 The Design-Assist Scope of Work encompasses all four project sites; however, it is not the intent that a single contractor will be awarded the construction contract for all four sites. **The Project Team reserves the right to award a maximum of a single site** to the Design-Assist Contractor or to proceed through an open tender process once the Pre-Construction phase has been completed. If a site is awarded to the Design-Assist Contractor, it will be determined through mutual agreement between the Project Team and the Design-Assist Contractor.
 - .1 **The award of a site to the Design-Assist Contractor does not preclude the Design-Assist Contractor from pursuing additional sites via the Open Tender.**

1.6 ACCEPTANCE OF PROPOSALS

- .1 Proposals shall be irrevocable after the Submission Deadline, and open for acceptance for a period of thirty (30) days after the Submission Deadline.
- .2 Lowest cost or any proposal may not be accepted.

1.7 CLASS B BUDGET PRICE & CONSTRUCTION EXECUTION MARKUP %

- .1 Trade Contractors are required to submit with their proposals a Class B Budget Price for each of the four schools based on the documents provided. **Class B Budget Price is to be based on today's pricing and is to exclude escalation and inflation, Trade Contractor's are directed to ensure pricing reflects the implementation of the Manitoba Jobs Agreement.** Proposals should clearly explain all inclusions, exclusions, and assumptions made in determining their Class B Budget Price. Trade Contractors will be required to provide open-book pricing throughout pre-construction.
- .2 Trade Contractors are required to submit the intended Construction Execution Markup Percentage that will be carried above estimated costs throughout the Pre-Construction Phase prior to entering into a CCA1-2020 Stipulated Price Subcontract, should their Final Contract Price be accepted.
- .3 Upon completion of the 100% Contract Documents, the selected Trade Contractor will be required to submit a Final Contract Price for review and acceptance prior to entering a subcontract for the Work. Should the proposed price be accepted, a subcontract may be issued accordingly. **Maximum 1 Project will be available for the Design-Assist Company through the Design-Assist process. Should the successful Proponent wish to bid additional Project Sites, they will be allowed to do so via Public Tender once the Project Team has issued them to the broader market.**

1.8 TERMINATION OF AGREEMENT

- .1 Upon receipt of the Final Contract Price, the Owner reserves the right to terminate this agreement based on their determination that the Final Contract Price does not provide the best value for the project.

1.9 RFP SCHEDULE

.1	RFP Issue Date	November 14, 2025
.2	Deadline for Enquiries	December 9, 2025 @ 5:00 PM CST
.3	RFP Closing Date	December 16, 2025 @ 2:00 PM CST
.4	Manitoba Jobs Agreement Bidders Conference	December 8, 2025 @ 9:30 AM – 11:00 AM Location: TBD
.5	Preferred Proponent Selection / Design-Assist Services to Commence	December 23, 2025

1.10 PERFORMANCE BOND

- .1 Upon selection and acceptance of Bid, any Trade Contractor whose Bid total is more than \$1,000,000 shall promptly provide and pay for a Performance Bond in the amount

of 50% of the Contract Price covering the Performance of the Contract including the requirements of Warranty.

- .2 Performance Bond shall be in the same form as the latest edition of the Canadian Construction Document Committee CCDC 221.
- .3 Include cost of bonds in the Bid/Contract Price.

1.11 LABOUR AND MATERIAL PAYMENT BOND

- .1 Upon selection and acceptance of Bid, any Trade Contractor whose Bid total is more than \$1,000,000 shall promptly provide and pay for a Labour and Material Payment Bond in the amount of 50% of the Contract Price.
- .2 Labour and Material Payment Bond shall be in the same form as the latest edition of the Canadian Construction Document Committee CCDC 222.
- .3 Include cost of bonds in the Bid/Contract Price.

1.12 INSURANCE

- .1 Bids shall include for General Commercial Liability Trade Insurance Policy with minimum \$5,000,000.00 coverage and maximum \$5,000.00 deductible.

1.13 TAXES

- .1 PST/RST is to be included in the Bid Price Submissions.

1.14 MANITOBA JOBS AGREEMENT BIDDERS CONFERENCE

- .1 **THE PROJECT TEAM WILL BE HOSTING A BIDDERS CONFERENCE FOR ALL PROPONENTS, LIMITED TO PROPONENTS PURSUING THE ACTIVE TENDERS TP-0 (MECHANICAL & ELECTRICAL DESIGN-ASSIST) & TP-1 (FIRE PROTECTION & PILING), SCHEDULE FOR MONDAY DECEMBER 8, 2025 AT 9:30 AM – 11:00 AM**
- .2 THE BIDDERS CONFERENCE IS INTENDED TO PROVIDE PROPONENTS WITH THE OPPURTUNITY TO ASK ANY QUESTIONS RELATED TO THE MANITOBA JOBS AGREEMENT, SPECIFIC TO ITS APPLICATION FOR TP-0 & TP-1.
 - .1 ALL QUESTIONS WILL BE RECORDED, AND WHILE RESPONSES WILL BE PROVIDED DURING THE BIDDERS CONFERENCE, PROPONENTS ARE ADVISED THAT FORMAL CLARIFICATION WILL BE SENT OUT VIA ADDENDUM PRIOR TO THE TENDER CLOSE.
- .3 ALL INTERESTED PROPONENTS MUST **PRE-REGISTER** TO ATTEND THE CONFERENCE.
- .4 INTERESTED PROPONENTS ARE ADVISED TO REGISTER VIA EMAIL TO:

Princess Maica de Grano
 Penn-co Construction Canada (2003) Ltd.
 E-mail: maica.degrano@penn-co.com

- .5 THE BIDDERS CONFERENCE WILL TAKE PLACE MONDAY DECEMBER 8, 2025 AT 9:30 AM – 11:00 AM
- .6 Location of Bidders Conference TBD

1.15 MANITOBA JOBS AGREEMENT DOCUMENTATION

- .1 BIDDERS ARE DIRECTED TO FAMILIARIZE THEMSELVES WITH THE MANITOBA JOBS AGREEMENT AND ALL RELEVANT REQUIREMENTS. DOCUMENTATION IS LISTED BELOW FOR CLARITY, INCLUDING A FREQUENTLY ASKED QUESTIONS DOCUMENT. BIDDERS WILL HAVE THE OPPURTUNITY TO POSE ANY QUESTIONS THAT MAY ARISE DURING THE MANITOBA JOBS AGREEMENT BIDDERS CONFERENCE, WITH FURTHER CLARIFICATIONS BEING ISSUED VIA ADDENDUM PRIOR TO TENDER CLOSE.**
- .2 THE RELEVANT DOCUMENTS, WHICH ARE FOUND AS NEW ITEMS WITHIN THE ADDENDUM, IN ADDITION TO THE BID FORM FOR THE FORMS MANDATORY AS PART OF THE SUBMISSION, ARE AS FOLLOWS:**
 - .1 The Manitoba Jobs Agreement – Dated September 8, 2025
 - .2 Manitoba Jobs Agreement Building Trades Bargaining Council Remittance Notice
 - .1 Trade Contractors are advised on the \$0.85 per hour for all in-scope hours worked that will need to be remitted to the Building Trades Bargaining Council.
 - .3 Schedule “A” Opting Out of Grievance Procedure for Employees Who Choose Not to Join a Union
 - .4 Manitoba Jobs Agreement Contractor Attestation Form (See Appendix K of Bid Form)
 - .1 **All proponents are advised that this must be submitted with your proposal.**
 - .5 Manitoba Jobs Agreement Proposed Jurisdictional Assignment Report (See Appendix L of Bid Form)
 - .1 **All proponents are advised that this must be submitted with your proposal.**
 - .6 Manitoba Jobs Agreement Onboarding Declaration
 - .7 Manitoba Jobs Agreement Frequently Asked Questions (FAQ)**
 - .8 Manitoba Jobs Agreement Union Agreement Appendices**
 - .1 Appendix No. 4b – Plumbing and Pipefitters (ICI Mechanical Division)
 - .2 Appendix No. 4c – Plumbing and Pipefitters (ICI Refrigeration Division)
 - .3 Appendix No. 5 – Electrical Workers (ICI)
 - .4 Appendix No. 6 – Insulators (ICI)
 - .5 2022-2026 Sheet Metal Agreement
 - a. This appendix has not been finalized and will be issued via Addendum.

END OF SECTION

Part 2 PROJECT OVERVIEW

2.1 PROJECT SUMMARY

- .1 The Four New K-8 Schools Project includes the construction of four new standardized K–8 schools, each developed based on a core design concept. Each facility is designed with an opening capacity of 675 students and a core capacity to accommodate up to 800 students. The project sites are located as follows:
 - .1 Devonshire: Project 4962 - River East Transcona School Division (RETSD)
Location: <https://maps.app.goo.gl/cHErztYhft3Md73V6>
GPS coordinates: 49.90928928323609, -97.04361891463658
 - .2 Skyline: Project 4963 - Pembina Trails School Division (PSD)
Location: <https://maps.app.goo.gl/YZYgdS7btt3Nuf3p6>
GPS coordinates: 49.780131992229286, -97.20637383922083
 - .3 Cowley: Project 4964 - Seven Oaks School Division (SOSD)
Location: <https://maps.app.goo.gl/3hMZTpv9nADLZEDy9>
GPS coordinates: 49.975590310799184, -97.09495936746995
 - .4 Brookwood: Project 4965 - Brandon School Division (BSD)
Location: <https://maps.app.goo.gl/UD5mL2dHGbdyPPu48>
GPS coordinates: 49.81754296095885, -99.98979521594957
- .2 Each school have an approximate gross area of 80,000 sq. ft., which includes classrooms, a gymnasium, a multipurpose room, and spaces for home economics and industrial arts, etc. The site design and building layout is site-specific, derived from the core design concept, with minimal or no modifications required to accommodate variations in site size, orientation, and conditions. Each school also incorporate a childcare centre with capacity for up to 104 spaces, to be integrated within the main building structure.
- .3 Commencement of the Services by the successful Design-Assist Trade Contractor will take place immediately upon award.
- .4 Maintaining deadlines for substantial completion is a critical driver for this project. The Trade Contractor is expected to provide strategies to mitigate risks to the schedule including identification of early procurement materials, as well as provide expertise to create efficiencies during construction.

2.2 PROJECT TEAM

- .1 The Project Team consists of the following:

Owner: **Department of Education and Early Childhood Learning (EECL)**
 Owner's Representative: **Government of Manitoba, Public Service Delivery, Capital Project Planning and Delivery**
 Construction Manager: **Penn-co Construction**

Prime Consultant: **Prairie Architects Inc.**

Structural Consultant: **Wolfrom Engineering (WEL)**

Mechanical and Electrical Consultant: **SMS Engineering**

Landscape Architecture: **HTFC Planning & Design (HTFC)**

Civil Engineering: **WSP Canada**

Building Commissioner: **Crosier Kilgour**

END OF SECTION

Part 3 SCOPE OF SERVICES

3.1 PRECONSTRUCTION

- .1 The Trade Contractor will be an active member of the team, participating in planning sessions to develop a best value design that meets the target cost.
- .2 Advise on the performance of the design and assist in the most effective design approach that would provide a highly efficient delivery of the construction phase of the work.
- .3 Contribute to the development of the design by sharing knowledge on system selection, construction feasibility and cost implications.
- .4 Update and confirm estimates at multiple points throughout each key design stage as required/requested by the project team.
- .5 Provide real time open-book pricing including copies of major supplier or subcontractor quotes including detailed breakdowns.
- .6 Provide input for value-engineering, product substitutions, expected performance, life cycle product cost comparisons, scheduling conflicts, and construction feasibility.
- .7 Aid in preparing a detailed construction schedule and participate in Lean planning sessions.
- .8 Active participation in Risk Management.
- .9 Upon completion of the design-assist services, commit to an agreed upon Final Contract Price(s).
- .10 Attend regularly scheduled design review meetings, site reviews, and coordination meetings.
- .11 **The Design-Assist Contractors are required to update to an LOD determined by the Construction Manager and model/maintain the Mechanical and Electrical REVIT Models to facilitate Clash Detection. Participation in the Clash Detection meetings is also required. Base REVIT models will be provided to the successful proponents shortly after award for their use. The model shall include the following fire protection elements at a minimum:**

Mechanical Systems

.1 HVAC Systems

- a. The model shall include the following HVAC elements at a minimum, but not limited to:
 - i. Equipment
 - ii. Fans, VAV's, compressors, chillers, cooling towers, air handling units, fan-coil units, pumps, etc.

- iii. Distribution
- iv. Supply, return, exhaust, relief and outside air ductwork and duct insulation
- v. Duct Joints
- vi. Diffusers, grilles, louvers, hoods, radiant panels, perimeter units, wall units and all duct accessories
- vii. All Pipes and pipe insulation will be modelled.
- viii. Valves, strainers, check valves and all pipe accessories.
- ix. Wall opening requirements will be provided in the model for the sizes above the agreed minimum.
- x. Clearance zones for access, maintenance areas, door swings, service space requirements, gauge reading, and other operational clearance must be modelled as part of the HVAC equipment and checked for conflicts with other elements. These clearance zones should be modelled as translucent solids within the object.
- xi. Elements not modelled should be reported with their reason and explained how to overcome the projects BIM requirements like getting the quantity of these elements.

.2 Plumbing Systems

- a. The model shall include the following plumbing and fire protection elements at a minimum:
 - i. Waste, drain and vent piping, including any insulation.
 - ii. Roof and floor drains, leaders, sumps, grease interceptors, tanks, water treatments and all pipe accessories
 - iii. Water distribution piping includes any insulation.
 - iv. Domestic booster pumps, valves, strainers, check valves and all pipe accessories
 - v. Clearance zones for access, service space requirements, gauge reading, and other operational clearances must be modelled as part of the plumbing and fire protection system and checked for conflicts with other elements. These clearance zones should be modelled as translucent solids within the object.
 - vi. Elements not modelled should be reported with their reason and explained how to overcome the projects BIM requirements like getting the quantity of these elements.

Electrical and Electronic Systems

- a. The model shall include the following electrical elements at a minimum:
 - i. Power and Telecommunications

- ii. Interior and exterior transformers, emergency generators, and other equipment
- iii. Main and distribution panels and switchgear including access clearances
- iv. Main Intermediate Distribution Frames (IDF)
- v. Feeders and conduit larger than 2 cm diameter
- vi. Outlets, switches, junction boxes
- vii. Lighting
- viii. Permanently mounted lighting fixtures
- ix. Lighting controls
- x. Switches
- xi. Junction boxes
- xii. Fire Alarm and Security Systems
- xiii. Input devices
- xiv. Notification devices
- xv. Associated equipment and access clearances
- xvi. Permanently mounted fixtures
- xvii. Cameras
- xviii. Sensors
- xix. All routing for distribution, i.e. cable trays, etc.
- xx. IT server rooms including server racks and individual servers
- xxi. Building controls
- xxii. Clearance zones for access and other operational clearance must be modelled as part of the electrical equipment for collision checking. These clearance zones should be modelled as translucent solids within the object. The areas which are reserved for future needs and are shown in 2D Electrical Existing Plans such as Transformers, Electrical Panels, and similar will be modelled and shown as a clearance translucent solid object for having correct coordination and preventing future construction problems.
- xxiii. Elements not modelled should be reported with their reason and explained how to overcome the projects BIM requirements like getting the quantity of these elements.

3.2 CONSTRUCTION (Upon acceptance of Final Contract Price)

- .1 Carry out the construction of the work within the Final Contract Price.

END OF SECTION

Part 4 PROPOSAL SUBMISSION REQUIREMENTS

4.1 SELECTION CRITERIA

Item	Description	Points
1.0	Mandatory Requirements	
1.1	Signed Bid Form	Pass / Fail
1.2	Financial Reference (see Bid Form – Appendix A)	Pass / Fail
1.3	WCB Letter of Good Standing (see Bid Form – Appendix A)	Pass / Fail
1.4	Health and Safety Program Information (see Bid Form – Appendix A)	Pass / Fail
1.5	COR or SECOR Certification (see Bid Form – Appendix A)	Pass / Fail
1.6	<p>Consent of Surety to Bond</p> <p>Signed and sealed prequalification letter from a Surety Company, licensed to do business in the Province of Manitoba, clearly outlining:</p> <ol style="list-style-type: none"> 1. Single job limit; 2. Aggregate bond limit; 3. Confirmation that the mechanical/electrical subcontractor's Surety Company is aware of their client's interest in the project; 4. Amount of the subcontractor's bond facility that is currently available to support this project; and 5. Surety Company underwriter's contact information; <p>The prequalification letter must be issued on the Surety Company's letterhead and must cover both;</p> <ul style="list-style-type: none"> ○ 50% Performance Bond ○ 50% Labour and Materials Bond 	Pass / Fail
1.7	Letter of Insurability	Pass / Fail
1.8	Conflict of Interest Form (see Bid Form – Appendix B)	Pass / Fail
1.9	Manitoba Jobs Agreement Contractor Attestation Form) (See Bid Form Appendix K)	Pass / Fail
1.10	Manitoba Jobs Agreement Proposed Jurisdictional Assignment Report (See Bid Form Appendix L)	Pass / Fail
2.0	Scored Criteria	Points
2.1	<p>Company Introduction</p> <ol style="list-style-type: none"> a. Provide an introduction to your firm and why you should be selected for this project. b. Provide an overview of your company's experience providing Design Assist Services on past/present projects. 	5

2.2	Project Understanding <ul style="list-style-type: none"> a. Demonstrate an understanding of this project and overall requirements of a project of this complexity, size, and expected schedule and deliverables. b. Identify potential major issues, challenges and risks associated with this type of project and provide proven mitigation strategies. c. Provide an understanding of the major systems included in the Scope of Work, along with any gaps in the current design. How have these been accounted for in the Class B Budget Price provided? 	15
2.3	Company Experience and Qualifications <ul style="list-style-type: none"> a. Provide three (3) projects of similar scope, size and type including a brief description of the scope of work and services provided. It is preferred to use examples where the team has provided design-assist services, contributing to budget control, value engineering, and constructability feedback prior to construction. 	15
2.4	Key Personnel <ul style="list-style-type: none"> a. Provide key personnel that will be assigned to the project during pre-construction and construction phases, along with their roles and responsibilities. Outline qualifications and experience delivering design-assist and construction projects. Detailed resumes to be attached. <p>Bidders are expected to maintain continuity of Key Personnel throughout the duration of the project. Any changes to Key Personnel must be approved by the Construction Manager and Owners.</p>	15
2.5	Methodology <ul style="list-style-type: none"> a. Describe your involvement with the Design-Assist process including how you will provide value to the team. b. Describe how you will assist with coordination throughout preconstruction and construction. c. Describe how you will provide real time open-book pricing throughout design development. 	20

	<p>d. Indicate your expertise in value engineering, ensuring the best possible investment decisions by the Owner.</p> <p>e. Describe your quality management program and how it translates to the jobsite.</p> <p>f. Indicate your approach to schedule management to ensure key milestone dates are met.</p> <p>g. Describe strategies to recover a schedule slippage, to maintain remaining milestone dates.</p> <p>h. Describe your approach to mitigating supply chain issues to meet the intended schedule.</p>	
3.0	Design Assist Services Price (see Part 5 – Bid Form)	5
4.0	Class B Budget Price (see Part 5 – Bid Form)	10
5.0	Construction Execution Markup % (see Part 5 – Bid Form)	10
6.0	Proposed Alternates (see Bid Form – Appendix H) *Alternates will be evaluated based on the provided alternates, in addition to unsolicited alternate(s)/value engineering options provided by the proponent.	5
7.0	Total	100

4.2 EVALUATION

- .1 The evaluation committee will be comprised of representatives from Penn-co Construction, CPPD, and the Consultants.
- .2 Mandatory requirements will be checked for compliance on a pass/fail basis. Submissions not meeting all mandatory requirements will be considered non-compliant.
- .3 Sections 3, 4, 5 & 6 will only be evaluated should the proponent achieve a minimum score of 50 points in Sections 1 & 2.
- .4 The Project Team reserves the right to Interview Proponents prior to Award should the Project Team deem necessary for evaluation. Interview scoring and agenda will be provided in advance of any Interview requests.
- .5 Fee Proposal evaluation will be based on the following:
 - .1 **Design Assist Services Price Evaluation (5 points available)**
 Each proponent will receive a percentage of the total possible points allocated to price by dividing that proponent's price into the lowest bid price.
 For example, if a proponent bids \$150.00 and that is the lowest price, that proponent receives 100% of the possible points for that category ($150 / 150 \times 100 = 100\%$; $100\% \times 5 \text{ points available} = 5 \text{ points received}$). A proponent who bids \$200.00 receives 75% of the possible points ($150 / 200 \times 100 = 75\%$; $75\% \times 5 \text{ points available} = 3.75 \text{ points received}$).
 - .2 **Class B Budget Price Evaluation (10 points available)**

Each proponent will receive a percentage of the total possible points allocated to price by dividing that proponent's price into the lowest bid price.

For example, if a proponent bids \$150.00 and that is the lowest price, that proponent receives 100% of the possible points for that category ($150 / 150 \times 100 = 100\%$; $100\% \times 10$ points available = 10 points received). A proponent who bids \$200.00 receives 75% of the possible points ($150 / 200 \times 100 = 75\%$; $75\% \times 10$ points available = 7.5 points received).

.3 Construction Execution Markup % (10 points available)

Each proponent will receive a percentage of the total possible points allocated to price by dividing that proponent's price into the lowest bid price.

For example, if a proponent bids 5% and that is the lowest price, that proponent receives 100% of the possible points for that category ($0.05 / 0.05 \times 100 = 100\%$; $100\% \times 10$ points available = 10 points received). A proponent who bids 10% receives 50% of the possible points ($0.05 / 0.10 \times 100 = 50\%$; $50\% \times 10$ points available = 5 points received).

END OF SECTION

Part 5 BID FORM

Project Name: Four New K-8 Schools Construction Project

Project Number: 4962/4963/4964/4965

Date: _____

Submitted by: _____

(Company Name)

(Address)

(Phone)

(E-mail)

5.1 Scope of Work

- .1 Having examined the RFP documents, including but not limited to those listed under section 1.3, Available Project Information, we propose to perform the following work for the fees as listed in Section 2.0 and 3.0 of the Bid Form.

(Circle one)

Mechanical

Electrical

5.2 Design Assist Services

- .1 I/We hereby submit our following fixed fee for Design-Assist Services:

\$_____ (PST included / GST extra)

5.3 Class B Budget Price

- .1 I/We hereby submit the following Class B Budget Price to perform the Work required by the Tender Documents. The Class B Budget Price is inclusive of design continuation required to provide a complete scope of work to meet the intent of the Contract Documents. **Class B Budget Price is to be based on today's pricing and is to exclude escalation and inflation.**

RETSD – River East Transcona School Division

\$_____ (PST included / GST extra)

PSD – Pembina Trails School Division

\$ _____ (PST included / GST extra)

SOSD – Seven Oaks School Division

\$ _____ (PST included / GST extra)

BSD – Brandon School Division

\$ _____ (PST included / GST extra)

- .2 Include details on assumptions, inclusions and exclusions. Separate sheet/s to be attached.

5.4 Construction Execution Markup %

- .1 I/We hereby submit our percentage fee of the Cost of the Work earned as the Cost of the Work accrues.

_____ percent (_____ %)

5.5 Acceptance

- .1 Refer to Section 1.6 Acceptance of Proposals.

5.6 Appendices

- .1 The following Appendices appended hereto form a part of this bid submission:
- .1 Appendix A – Proposal Requirements
 - .2 Appendix B – Conflict of Interest
 - .3 Appendix C – Itemized Pricing Breakdown (Mechanical)
 - .4 Appendix D – Proposed Subcontractors (Mechanical)
 - .5 Appendix E – Itemized Pricing Breakdown (Electrical)
 - .6 Appendix F – Proposed Subcontractors (Electrical)
 - .7 Appendix G – Hourly Rate Table
 - .8 Appendix H – Alternate Prices
 - .9 Appendix J – Itemized Prices

.10 Appendix K – MANITOBA JOBS AGREEMENT CONTRACTOR ATTESTATION FORM

.10 Appendix L – MANITOBA JOBS AGREEMENT PROPOSED JURISDICTIONAL
ASSIGNMENT REPORT

5.7 Addenda

- .1 The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # ____ Dated _____

Addendum # ____ Dated _____

Addendum # ____ Dated _____

Addendum # ____ Dated _____

5.8 Signature(s)

(Proponent)

(Authorized Signing Officer) (Title)

(Authorized Signing Officer) (Title)

END OF SECTION

APPENDIX A: Proposal Requirements

Project Name: Four New K-8 Schools Construction Project

Project Number: 4962/4963/4964/4965

Submitted by: _____
(Company Name)

COMPANY INFORMATION

1. Legal Structure

Year Established: _____

Names and Titles of Officers, Partners, or Principals:

Name	Title/Position

2. Financial Reference

Bank Name: _____

Address: _____

Contact Person: _____

Phone: _____ E-mail: _____

3. Bonding or Other Contract Security Reference

Company Name: _____

Address: _____

Contact Person: _____

Phone: _____ E-mail: _____

4. Insurance References

Company Name: _____

Address: _____

Contact Person: _____

Phone: _____ E-mail: _____

General Liability Insurance Limit of \$5,000,000 or more? Yes ☐ No ☐

5. WCB Letter of Good Standing

Respondent is to provide a clearance letter of good standing with Workers Compensation Board of Manitoba.

6. Health and Safety

Certificate of Recognition program (COR™)? Yes ☐ No ☐

If “No”,

Equivalent to COR™ as found on Construction Safety Association of Manitoba’s website:

<https://www.constructionsafety.ca/cor-certified-companies/cor-equivalency/>

Name of COR™ Equivalency: _____

As listed below, provide worker’s compensation information for the previous three calendar years:

Calendar Year	2024	2023	2022
Industry classification code, or equivalent			
Industry base rate			
Company’s experience rate			
Fatalities (actual numbers)			
Lost time incident frequency (LTIF) rate based on 200,000 hours			

Remarks:

7. Value of construction work projected for current year and the actual value for the past three years:

Calendar Year	Current Year	2024	2023	2022
Annual value of construction work				

8. Major Projects Currently Underway

Project Name	Contract Value	Anticipated Completion Date

APPENDIX B: Conflict of Interest

Project Name: Four New K-8 Schools Construction Project

Project Number: 4962/4963/4964/4965

You have elected to submit a proposal and bid in response to the above noted RFP for Design Assist Services. Please read the following information on Conflict of Interest to determine if a conflict of interest exists, or could exist, if your firm were selected to provide Design Assist Services for this project.

CONFLICT OF INTEREST

Each proponent must certify, in order to qualify for consideration and evaluation, that:

1. Your company and its directors, officers and employers do not and will not have any interest or share in Penn-co Construction Canada (2003) Ltd.
2. If a relationship exists or has existed between Penn-co Construction Canada (2003) Ltd. and your Company and its director, officers or employees, the nature of the relationship did not and will not create a conflict of interest between the Proponent and the Construction Manager; and
3. Your company has not gained an unfair advantage in this RFP process over the Proponents because of any relationship with Penn-co Construction Canada (2003) Ltd.

Please sign below acknowledging that you have received and read this information and ensure that this form is included in your RFP package. RFP submissions that do not contain a signed Conflict of Interest Form will be disqualified and will not be given consideration or evaluated.

I have read and understand the provisions related to conflict of interest in relation to the submission of this RFP. If any such conflict arises, or if a past conflict comes to light, during the review and evaluation of the proposal submitted, I will immediately report it to Capital Project Planning and Delivery for and on behalf of the Proponent named above.

Proponent's Firm: _____ Date: _____

Representative: _____ Signed: _____
(printed) (signed)

APPENDIX C: Itemized Class B Pricing – Mechanical

Project Name: Four New K-8 Schools Construction Project

Project Number: 4962/4963/4964/4965

Submitted by: _____
(Company Name)

Prices shall include all applicable changes in general conditions, overhead, administration, permits, fees and markups. (RST included / GST extra)

Itemized Pricing – Mechanical	Total
A. River East Transcona School Division (RETSD)	
#1 General Conditions	\$ _____
#2 HVAC	\$ _____
#3 Plumbing	\$ _____
#4 Insulation	\$ _____
#5 Controls	\$ _____
#6 Major Equipment	\$ _____
#7 Commissioning	\$ _____
RETSD TOTAL	\$ _____
B. Pembina Trails School Division (PSD)	
#1 General Conditions	\$ _____
#2 HVAC	\$ _____
#3 Plumbing	\$ _____
#4 Insulation	\$ _____
#5 Controls	\$ _____
#6 Major Equipment	\$ _____
#7 Commissioning	\$ _____

PSD TOTAL	\$ _____
C. Seven Oaks School Division (SOSD)	
#1 General Conditions	\$ _____
#2 HVAC	\$ _____
#3 Plumbing	\$ _____
#4 Insulation	\$ _____
#5 Controls	\$ _____
#6 Major Equipment	\$ _____
#7 Commissioning	\$ _____
SOSD TOTAL	\$ _____
D. Brandon School Division (BSD)	
#1 General Conditions	\$ _____
#2 HVAC	\$ _____
#3 Plumbing	\$ _____
#4 Insulation	\$ _____
#5 Controls	\$ _____
#6 Major Equipment	\$ _____
#7 Commissioning	\$ _____
BSD TOTAL	\$ _____
TOTAL CLASS B BUDGET PRICE	\$ _____

APPENDIX D: Proposed Subcontractors – Mechanical

Project Name: Four New K-8 Schools Construction Project

Project Number: 4962/4963/4964/4965

Submitted by: _____
(Company Name)

Scope	Subcontractor
A. River East Transcona School Division (RETSD)	
HVAC	
Plumbing	
Insulation	
Controls	
B. Pembina Trails School Division (PSD)	
HVAC	
Plumbing	
Insulation	
Controls	
C. Seven Oaks School Division (SOSD)	
HVAC	
Plumbing	
Insulation	
Controls	
D. Brandon School Division (BSD)	
HVAC	
Plumbing	
Insulation	
Controls	

APPENDIX E: Itemized Pricing – Electrical

Project Name: Four New K-8 Schools Construction Project

Project Number: 4962/4963/4964/4965

Submitted by: _____
(Company Name)

Prices shall include all applicable changes in general conditions, overhead, administration, permits, fees and markups. (RST included / GST extra)

Itemized Pricing – Electrical	Total
A. River East Transcona School Division (RETSD)	
#1 General Conditions	\$ _____
#2 Lighting (Indoor)	\$ _____
#3 Lighting (Outdoor)	\$ _____
#4 Distribution	\$ _____
#5 Site Electrical	\$ _____
#6 Fire Alarm	\$ _____
#7 Generator	\$ _____
#8 CCTV	\$ _____
#9 Access Control	\$ _____
#10 Voice/Data	\$ _____
#11 Intercom/PA System	\$ _____
#12 Commissioning	\$ _____
RETSD TOTAL	\$ _____
B. Pembina Trails School Division (PSD)	
#1 General Conditions	\$ _____
#2 Lighting (Indoor)	\$ _____

#3 Lighting (Outdoor)	\$ _____
#4 Distribution	\$ _____
#5 Site Electrical	\$ _____
#6 Fire Alarm	\$ _____
#7 Generator	\$ _____
#8 CCTV	\$ _____
#9 Access Control	\$ _____
#10 Voice/Data	\$ _____
#11 Intercom/PA System	\$ _____
#12 Commissioning	\$ _____
PSD TOTAL	\$ _____
C. Seven Oaks School Division (SOSD)	
#1 General Conditions	\$ _____
#2 Lighting (Indoor)	\$ _____
#3 Lighting (Outdoor)	\$ _____
#4 Distribution	\$ _____
#5 Site Electrical	\$ _____
#6 Fire Alarm	\$ _____
#7 Generator	\$ _____
#8 CCTV	\$ _____
#9 Access Control	\$ _____
#10 Voice/Data	\$ _____
#11 Intercom/PA System	\$ _____

#12 Commissioning	\$ _____
SOSD TOTAL	\$ _____
D. Brandon School Division (BSD)	
#1 General Conditions	\$ _____
#2 Lighting (Indoor)	\$ _____
#3 Lighting (Outdoor)	\$ _____
#4 Distribution	\$ _____
#5 Site Electrical	\$ _____
#6 Fire Alarm	\$ _____
#7 Generator	\$ _____
#8 CCTV	\$ _____
#9 Access Control	\$ _____
#10 Voice/Data	\$ _____
#11 Intercom/PA System	\$ _____
#12 Commissioning	\$ _____
BSD TOTAL	\$ _____
TOTAL CLASS B BUDGET PRICE	\$ _____

APPENDIX F: Proposed Subcontractors – Electrical

Project Name: Four New K-8 Schools Construction Project

Project Number: 4962/4963/4964/4965

Submitted by: _____
(Company Name)

Scope	Subcontractor
A. River East Transcona School Division (RETSD)	
Fire Alarm	
Distribution	
Generator	
Access Control	
CCTV	
B. Pembina Trails School Division (PSD)	
Fire Alarm	
Distribution	
Generator	
Access Control	
CCTV	
C. Seven Oaks School Division (SOSD)	
Fire Alarm	
Distribution	
Generator	
Access Control	
CCTV	
D. Brandon School Division (BSD)	
Fire Alarm	
Distribution	
Generator	
Access Control	
CCTV	

APPENDIX G: Hourly Rate Table

Project Name: Four New K-8 Schools Construction Project
Project Number: 4962/4963/4964/4965

Submitted by: _____
 (Company Name)

Identify the hourly time-based rate for all personnel that may be engaged to perform work during construction.

Role	Hourly Rate
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

APPENDIX H: Alternate Prices

Project Name: Four New K-8 Schools Construction Project

Project Number: 4962/4963/4964/4965

Submitted by: _____
(Company Name)

Prices do not include GST.

Item No.	Description	Amount (\$)	
		Addition	Deduction
1	PA/Clock System <u>Base Bid:</u> Install Owner-supplied PA/Clock system <u>Alternate Price:</u> Supply and install PA/Clock system		
2	Lockdown System <u>Base Bid:</u> Install Owner-supplied Lockdown system <u>Alternate Price:</u> Supply and install Lockdown system		
3	Intercom System <u>Base Bid:</u> Install Owner-supplied Intercom system <u>Alternate Price:</u> Supply and install Intercom system		
4	Video Surveillance System <u>Base Bid:</u> Install Owner-supplied Video-Surveillance system <u>Alternate Price:</u> Supply and install Video-Surveillance system		
5	Intrusion Detection and Alarm System <u>Base Bid:</u> Install Owner-supplied Intrusion Detection and Alarm system <u>Alternate Price:</u> Supply and install Intrusion Detection and Alarm system		
6	Gym and MPR Audio Visual and Speaker System <u>Base Bid:</u> Install Owner-supplied Gym and MPR Audio Visual and Speaker system <u>Alternate Price:</u> Supply and install Gym and MPR Audio Visual and Speaker system		
7	Wireless Access Point <u>Base Bid:</u> Install Owner-supplied Wireless Access Point <u>Alternate Price:</u> Supply and install Wireless Access Point		
8	Additional Classrooms (<i>Note: Trade Contractor to use sq. ft. pricing method then provide the total add and deduct</i>) <u>Base Bid:</u> As shown on drawings <u>Alternate Price:</u> Additional Classrooms – See Alternate Price Main & Second Floor Enlarged Plans		
9	Unsolicited Alternates – Provide a separate attachment with details and values associated with each alternate.		

APPENDIX J: Itemized Prices

Project Name: Four New K-8 Schools Construction Project

Project Number: 4962/4963/4964/4965

Submitted by: _____
(Company Name)

The following are Itemized Prices the Work listed hereunder. Such Work and amounts are INCLUDED in the Class B Budget Price.

Prices do not include GST.

Item No.	Description	Amount (\$)
1	RETSD – River East Transcona School Division Daycare (<i>See Daycare Itemized Price Drawing Package</i>)	
2	PSD - Pembina Trails School Division Daycare (<i>See Daycare Itemized Price Drawing Package</i>)	
3	SOSD - Seven Oaks School Division Daycare (<i>See Daycare Itemized Price Drawing Package</i>)	
4	BSD - Brandon School Division Daycare (<i>See Daycare Itemized Price Drawing Package</i>)	

APPENDIX K: MANITOBA JOBS AGREEMENT CONTRACTOR ATTESTATION FORM

Project Name: Four New K-8 Schools Construction Project

Project Number: 4962/4963/4964/4965

Submitted by: _____
(Company Name)

See following two pages for form, complete both this page and those pages and include with submission.

MANITOBA JOBS AGREEMENT

CONTRACTOR ATTESTATION FORM

MJA ID	MJA-EDU-0001
PROJECT	FOUR SCHOOL BUNDLE

This form serves as a formal attestation by a contractor, including a subcontractor (“Contractors”) that, if engaged to complete work on the above stated project, as a condition of performing that work, the Contractor engaged in relation to the contracted scope of work, agrees to be bound by and comply with all terms and conditions of the Manitoba Jobs Agreement dated September 8, 2025 (“MJA”).

PROVISION OF THE MANITOBA JOBS AGREEMENT

The Contractor acknowledges and confirms that a copy of the MJA for this project and the relevant appendices related to this scope of work has been provided for review as part of procurement documentation, prior to the execution of this Contractor Attestation Form and the submission of tender response documents by the Contractor.

ADHERENCE TO THE MANITOBA JOBS AGREEMENT

The MJA is a legally binding, contractual arrangement incorporated into the overall suite of project documentation required for the procurement and delivery of the project as referenced above. The MJA forms part of the contractual arrangement between the Government of Manitoba and the principal, general contractor and/or construction manager.

Pursuant to Article 1.2 of the MJA, contractors, including subcontractors who are contracted to perform work on the project as referenced above, are required to complete the Contractor Attestation Form confirming, if engaged to complete work on the project, the organization will adhere to terms and conditions of the MJA.

By signing this form, the Contractor understands and confirms adherence to all terms and conditions of the MJA and in particular that, pursuant to Article 4.1 of the MJA, that the MJA applies to *“All Parties and all Employees engaged in contracted onsite construction work associated with the Project and who are employed by Contractors (or their respective subcontractors) who have been awarded contracts by the Construction Manager.”*

CURRENT EMPLOYEES

Pursuant to Article 20.2.7 of the MJA, by signing this form in relation to Current Employees as defined in Article 2.7 the Contractor confirms that all Current Employees dispatched by the Contractor to perform works on the project meet the conditions set out in Article 2.7 and are Job Qualified per Article 20.1.a.

The Contractor may be asked, during the project as referenced above, to provide documentation to affirm Current Employees that are dispatched by the Contractor to perform works on the project meet the conditions set out in Article 2.7.

MANITOBA JOBS AGREEMENT

CONTRACTOR ATTESTATION FORM

ACKNOWLEDGEMENT

By signing below, the Contractor acknowledges and agrees to adhere to the terms and conditions of the MJA, and understands and agrees with the statements included in this Contractor Attestation Form.

AUTHORIZED SIGNATORY FOR CONTRACTOR

NAME	
TITLE	
COMPANY	
DATE	
SIGNATURE	

To be executed where the Contractor is engaged to perform construction work associated with the project as referenced above.

Construction Manager acknowledges the attestations made by the Contractor as included above in this Contractor Attestation Form, as it pertains to managing adherence to the MJA for the duration of this contract in relation to the project as referenced above.

AUTHORIZED SIGNATORY FOR CONSTRUCTION MANAGER

NAME	
TITLE	
COMPANY	
DATE	
SIGNATURE	

APPENDIX L: PROPOSED JURISDICTIONAL ASSIGNMENT REPORT

Project Name: Four New K-8 Schools Construction Project

Project Number: 4962/4963/4964/4965

Submitted by: _____
(Company Name)

See following two pages for form, complete both this page and those pages and include with submission.

Append additional pages as necessary to ensure all relevant scopes of work are listed.

This documentation is developed and supplied to facilitate processes and compliance under a Manitoba Jobs Agreement (MJA).
All MJA documentation is developed by, or in consultation with, the Province of Manitoba's Department of Public Service Delivery.
No alteration, publication or distribution of this document is permitted without prior written consent from the Department.

MANITOBA JOBS AGREEMENT

PROPOSED JURISDICTIONAL ASSIGNMENT REPORT

PROPOSED TRADE / OCCUPATION ASSIGNMENT BY WORK DESCRIPTION

Work Descriptions should be an inclusive list of works to be undertaken and aligned with the General Outline of Scope of Work to Be Performed. Please add a sufficient amount of detail to facilitate understanding.

Proposed Trade Assignment for each activity must align with one trade type captured within an Appendix in the MJA. Where alignment is unknown or an Appendix does not exist, please leave blank.

EXAMPLE:

WORK DESCRIPTION	PROPOSED TRADE ASSIGNMENT
INSTALLATION OF SCREW PILES	
Equipment Operators (Excavators)	Operating Engineers
Pile Set-up	Carpenters
Filling of drop piles	-

WORK DESCRIPTION	PROPOSED TRADE ASSIGNMENT
Please ensure Work Descriptions align with General Outline of Scope of Work to Be Performed	

This documentation is developed and supplied to facilitate processes and compliance under a Manitoba Jobs Agreement (MJA).

All MJA documentation is developed by, or in consultation with, the Province of Manitoba's Department of Public Service Delivery.

No alteration, publication or distribution of this document is permitted without prior written consent from the Department.

1.1 TRADE CONTRACTOR BIDS

- .1 Tender Closing Time: **2:00 PM CST on December 16, 2025**
- .2 Tender Closing Location: Electronically via Email
jeffd@penn-co.com
- .3 Offers will be opened privately with the Consultant and Owner's Representative after the time for receipt of bids.
- .4 Amendments to the submitted tender will be permitted if received in writing by the Tender Closing Time and if endorsed by the same party or parties who submitted the initial offer.
- .5 The Construction Manager reserves the right to use criteria, whether disclosed to the Bidder or not, of its own choice, in its sole discretion, for comparative evaluation of Bids, and to reject any or all bids. The CM is not bound to accept the lowest or any Bid.

1.2 DEFINITIONS

- .1 Owner: Department of Education and Early Childhood Learning (EECL)
- .2 Owner Representative: Government of Manitoba, Public Service Delivery, Capital Project Planning and Delivery
- .3 Construction Manager (CM): Penn-co Construction Canada (2003) Ltd.
- .4 Consultant: Prairie Architects Inc.
- .5 Trade Contractor: Bidder
- .6 Base Bid or Base Bid Price: Amount of money stated in the Bid as the price for which the Bidder offers to perform the Work called for in the bid documents, prior to any price adjustments.
- .7 Low Bid or Low Bid Price: Bid stating the lowest price proposed by three or more Bidders for performance of the Work, including price adjustments for selected alternatives or breakout prices, conforming with the bidding documents.
- .8 Alternative Price: Price for a substitution, which is an addition or deduction from the Base Bid Price. It may be required by the Owner or offered by the Bidder for selection at the discretion of the Owner.
- .9 Breakout Price: Price for a product or portion of the Work included in the Base Bid that may be removed from the Work at the discretion of the Owner.
- .10 Unit Price: Price, which may be used to adjust the Contract Price for an addition or deletion of Work.

1.3 TRADE CONTRACTOR ENQUIRIES

- .1 Questions or clarification requests during the tender period shall be directed in writing to Penn-co Construction, Attention: Princess Maica de Grano maica.degrano@penn-co.com
- .2 Questions will be responded to in the form of an addendum where applicable. Verbal answers are only binding when confirmed by written addenda.
- .3 Questions will be received up until **December 9, 2025 @ 5:00 PM CST.**

1.4 BID SUBMISSION

- .1 The Bidder by submitting this Bid, agrees that this Bid and any part of this Bid is subject to the following conditions, in addition to any other terms and conditions set out in these bid documents;
 - .1 The submission of this Bid; the receipt of this Bid by the Consultant and the opening of this Bid does not in any way constitute acceptance of this Bid.
 - .2 This Bid shall not be deemed in any way to be a unilateral contract; it is an offer by the Bidder to the CM to carry out the provisions as are set out in this Bid (offer) which may be accepted or rejected by the CM in the CM's entire discretion.
 - .3 The acceptance of this Bid by the CM may only be made upon the written acceptance by the CM of all or any part of this Bid.
 - .4 The CM in their entire discretion may reject or accept all or any part of this Bid or any of the Bids submitted under this bid call; and the CM is under no obligation whatsoever to accept the lowest or any Bid.
- .2 The lowest or any Bid will not necessarily be accepted, this applies equally to all Trade Contractors.
- .3 Bidders shall agree, in the event that the lowest or accepted bid is greater than approved funding, and if the Owner wishes to negotiate for a reduction of the bid with the low or accepted Bidder, that such negotiations for reduction of cost shall include the proportionate reduction of the Bidder's timing, expense and profit.
- .4 Such negotiation shall not be deemed a negative of the original bid, and shall be formalized by Post Bid Addenda.
- .5 Bidders acknowledge that their Bid is made on materials specified, or otherwise approved by the Consultant during bid period.
- .6 Alternative approvals shall be shown as additions to or deductions from the bid amount.
- .7 Bids based on other than specified materials or materials designated as "acceptable" by the consultant may be considered invalid and may be subject to rejection.

- .8 All Bidders shall advise the Construction Manager if any specified or acceptable materials will not be available for the Work during the Contract period.

1.5 SITE EXAMINATION

- .1 No site visit is offered at this time.

1.6 DURATION OF OFFER

- .1 Bids will remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the Bid closing date.
- .2 Extension of the bid acceptance period, if required, is at the sole discretion of the Construction Manager.

1.7 PERFORMANCE BOND

- .1 Upon selection and acceptance of Bid, any Trade Contractor whose Bid total is more than \$1,000,000 shall promptly provide and pay for a Performance Bond in the amount of 50% of the Contract Price covering the Performance of the Contract including the requirements of Warranty.
- .2 Performance Bond shall be in the same form as the latest edition of the Canadian Construction Document Committee CCDC 221.
- .3 Include cost of bonds in the Bid/Contract Price.

1.8 LABOUR AND MATERIAL PAYMENT BOND

- .1 Upon selection and acceptance of Bid, any Trade Contractor whose Bid total is more than \$1,000,000 shall promptly provide and pay for a Labour and Material Payment Bond in the amount of 50% of the Contract Price.
- .2 Labour and Material Payment Bond shall be in the same form as the latest edition of the Canadian Construction Document Committee CCDC 222.
- .3 Include cost of bonds in the Bid/Contract Price.

1.9 INSURANCE

- .1 Bids shall include for General Commercial Liability Trade Insurance Policy with minimum \$5,000,000.00 coverage and maximum \$5,000.00 deductible.

1.10 TAXES

- .1 PST/RST is to be included in the Bid Price Submissions.

- .2 Do not include any amount in bid prices for the Goods and Services Tax (GST). The successful Bidder will indicate on each application for payment, as a separate item, the appropriate amount of GST that the CM is legally obligated to pay. This amount will be paid to the Trade Contractor in addition to the amount certified for payment under the Contract, and will therefore not affect the Contract Price.

1.11 COMMENCEMENT & COMPLETION OF WORK

- .1 Bidders shall allow in their bid prices for all contingencies such as additional labour and overtime necessary to complete the work in the time period specified.
- .2 There will be no bonuses awarded for early completion of the Work.

1.12 BID INELIGIBILITY

- .1 Bids that are improperly executed, incomplete, conditional, illegible, obscure, contain arithmetical errors, alterations or irregularities of any kind, may be rejected as informal.

1.13 MANITOBA JOBS AGREEMENT BIDDERS CONFERENCE

- .1 **THE PROJECT TEAM WILL BE HOSTING A BIDDERS CONFERENCE FOR ALL PROPONENTS, LIMITED TO PROPONENTS PURSUING THE ACTIVE TENDERS TP-0 (MECHANICAL & ELECTRICAL DESIGN-ASSIST) & TP-1 (FIRE PROTECTION & PILING), SCHEDULE FOR**

MONDAY DECEMBER 8, 2025 AT 9:30 AM – 11:00 AM

- .2 THE BIDDERS CONFERENCE IS INTENDED TO PROVIDE PROPONENTS WITH THE OPPURTUNITY TO ASK ANY QUESTIONS RELATED TO THE MANITOBA JOBS AGREEMENT, SPECIFIC TO ITS APPLICATION FOR TP-0 & TP-1.
 - .1 ALL QUESTIONS WILL BE RECORDED, AND WHILE RESPONSES WILL BE PROVIDED DURING THE BIDDERS CONFERENCE, PROPONENTS ARE ADVISED THAT FORMAL CLARIFICATION WILL BE SENT OUT VIA ADDENDUM PRIOR TO THE TENDER CLOSE.
- .3 ALL INTERESTED PROPONENTS MUST **PRE-REGISTER** TO ATTEND THE CONFERENCE.
- .4 INTERESTED PROPONENTS ARE ADVISED TO REGISTER VIA EMAIL TO:

Princess Maica de Grano
Penn-co Construction Canada (2003) Ltd.
E-mail: maica.degrano@penn-co.com
- .5 THE BIDDERS CONFERENCE WILL TAKE PLACE DECEMBER 8, 2025 AT 9:30 AM – 11:00 AM
- .6 Location TBD

1.14 MANITOBA JOBS AGREEMENT DOCUMENTATION

- .1 BIDDERS ARE DIRECTED TO FAMILIARIZE THEMSELVES WITH THE MANITOBA JOBS AGREEMENT AND ALL RELEVANT REQUIREMENTS. DOCUMENTATION IS LISTED BELOW FOR CLARITY, INCLUDING A FREQUENTLY ASKED QUESTIONS DOCUMENT. BIDDERS WILL HAVE THE OPPURTUNITY TO POSE ANY QUESTIONS THAT MAY ARISE DURING THE MANITOBA JOBS AGREEMENT BIDDERS CONFERENCE, WITH FURTHER CLARIFICATIONS BEING ISSUED VIA ADDENDUM PRIOR TO TENDER CLOSE.**
- .2 THE RELEVANT DOCUMENTS, WHICH ARE FOUND AS NEW ITEMS WITHIN THE ADDENDUM, IN ADDITION TO THE BID FORM FOR THE FORMS MANDATORY AS PART OF THE SUBMISSION, ARE AS FOLLOWS:**
 - .1 The Manitoba Jobs Agreement – Dated September 8, 2025
 - .2 Manitoba Jobs Agreement Building Trades Bargaining Council Remittance Notice
 - .1 Trade Contractors are advised on the \$0.85 per hour for all in-scope hours worked that will need to be remitted to the Building Trades Bargaining Council.
 - .3 Schedule “A” Opting Out of Grievance Procedure for Employees Who Choose Not to Join a Union
 - .4 Manitoba Jobs Agreement Contractor Attestation Form (See Appendix K of Bid Form)
 - .1 **All proponents are advised that this must be submitted with your proposal.**
 - .5 Manitoba Jobs Agreement Proposed Jurisdictional Assignment Report (See Appendix L of Bid Form)
 - .1 **All proponents are advised that this must be submitted with your proposal.**
 - .6 Manitoba Jobs Agreement Onboarding Declaration
 - .7 Manitoba Jobs Agreement Frequently Asked Questions (FAQ)**
 - .8 Manitoba Jobs Agreement Union Agreement Appendices**
 - .1 Appendix No. 4b – Plumbing and Pipefitters (ICI Mechanical Division)
 - .2 Appendix No. 4c – Plumbing and Pipefitters (ICI Refrigeration Division)
 - .3 Appendix No. 5 – Electrical Workers (ICI)
 - .4 Appendix No. 6 – Insulators (ICI)
 - .5 2022-2026 Sheet Metal Agreement
 - a. This appendix has not been finalized and will be issued via Addendum.

END OF SECTION

1.1 AVAILABLE INFORMATION

- .1 Request for Proposals for Design Assist Services Mechanical & Electrical dated November 14, 2025
- .2 Front End Specification Package dated November 14, 2025
- .3 Class B Drawings – CM Pricing – BSD dated November 7, 2025
- .4 Class B Drawings – CM Pricing – PSD dated November 7, 2025
- .5 Class B Drawings – CM Pricing – RETSD dated November 7, 2025
- .6 Class B Drawings – CM Pricing – SOSD dated November 7, 2025
- .7 Class B Specifications (Volume 1 & Volume 2) dated November 7, 2025
- .8 Daycare Itemized Price Drawing Package dated November 21, 2025 (issued via Addendum #1)
- .9 Alternate Price Main & Second Floor Enlarged Plans dated November 21, 2025
- .10 Manitoba Jobs Agreement, Associated Forms & Appendices
- .11 Addendum(s) as required and issued
- .12 All information is available upon request, please contact:

Princess Maica de Grano @ maica.degrano@penn-co.com or by phone at (431) 215-8088

1.2 BID FORM

- .1 See Request for Proposals for Design-Assist Services Mechanical & Electrical Part 5 for Bid Form.
- .2 All Bid Forms to be submitted electronically via Email to:

Jeff Doerksen @ jeffd@penn-co.com
- .4 Please submit 1 Bid Form per Scope of Work you Bid.

END OF SECTION

Part 1 GENERAL

1.1 DESCRIPTION

- .1 This Section contains requirements for training the Owner's personnel, by persons retained by the Trade Contractor specifically for the purpose, in the proper operation and maintenance of the Goods and systems installed under this Contract. Training shall be provided by the Trade Contractor and coordinated through the Construction Manager.

1.2 QUALITY ASSURANCE

- .1 Provide on-the-job training of the Owner's personnel. Training sessions to be conducted by qualified, experienced (5 years minimum), manufacturer-trained representatives. Training includes instruction in equipment operation, preventative maintenance regular maintenance, troubleshooting, and repair for operators, plant mechanics, electricians, and electronics technicians.

1.3 PRE-STARTUP, STARTUP AND COMMISSIONING

- .1 Pre-Startup
 - .1 Prepare Pre-start-up Equipment Checkout Listing which includes all Building Mechanical, Instrumentation and Controls and Electrical Equipment. Group listing into logical systems or subsystems for orderly progression of activities during start-up.
 - .2 Identify all pieces of equipment by Tag Numbers.
 - .3 To extent practical, remove all scaffolding, debris, planks, tools and other construction-related material.
 - .4 Remove all sand, silt, dirt and debris from instrumentation, control panels and electrical panels and vacuum clean.
 - .5 Clean interior of all pipes and fluid-carrying equipment, including pumps and inspect with Consultant present.
 - .6 Conduct leakage and pressure tests in accordance with individual Sections.
 - .7 Conduct disinfection procedures in accordance with requirements of individual Sections.
 - .8 Provide Checkout Tag for each piece of equipment.
 - .9 Checkout Tags to be filled in by each applicable trade verifying that all appropriate checks have been made, including but not limited to, cleaning, inspection, leakage testing, lubrication, rotation, calibration, adjustment and wire loop checks.
 - .10 Equipment Manufacturer's Representatives to inspect equipment in accordance with applicable individual Sections. Certify equipment has been properly installed and is ready to start.

- .11 Trade Contractor to submit Equipment Checkout Listing to Construction Manager. Equipment Checkout Listing to include the following:
 - .1 System description.
 - .2 Equipment Name and Tag Number of each component within System.
 - .3 Supplier's Name of each equipment component, complete with sign-off where applicable.
 - .4 Mechanical Trade sign-off (Blue and White Cards completed).
 - .5 Electrical/Instrumentation Trades sign-off (Red, Yellow and White Cards completed).
 - .6 Contractor sign-off (all cards completed).
- .12 Attach the following to Equipment Checkout Listing:
 - .1 Manufacturer's Representatives Installation Certification Form.
 - .2 Disinfection Certification Forms where applicable.
 - .3 Instrumentation and Electrical Equipment Loop Check Forms.
 - .4 Instrumentation Calibration Forms.
 - .5 Listing of outstanding contract deficiencies for each system.
- .2 Start-Up
 - .1 Conduct workshop with Owner's Representatives, Construction Manager and Consultant to identify and integrate activities of all parties in start-up of Work. Prepare Start-up Plan which includes the following:
 - .1 Plan objectives.
 - .2 Facilities to be started.
 - .3 Sequence of events and start-up schedule.
 - .4 Responsibilities of each party.
 - .5 List of individuals involved complete with contact telephone numbers.
 - .6 English language description of each systems' intended means of operation.
 - .7 Initial operating conditions and parameters.
 - .8 Intended final operating conditions and parameters.
 - .9 Laboratory requirements and arrangements for outside testing services.
 - .10 Sampling and monitoring requirements.
 - .11 Contingency plans to respond to potential emergencies.
 - .12 Safety and environmental considerations.
 - .2 Develop Owner Training plan and implement.
 - .3 Provide Operating and Maintenance Manuals as required by individual Sections.
 - .4 Conduct Dry Run Tests for all equipment, witnessed by Consultant.
 - .5 Conduct Wet Run Tests for all equipment, witnessed by Consultant.
 - .6 Correct any deficiencies uncovered during testing.

- .7 Provide Pre-Commissioning Certification Form.
- .3 See Section 01 79 00 for Commissioning Requirements & Procedures.

Part 2 PRODUCTS

2.1 LESSON PLANS

- .1 Prepare formal written lesson plan for each training session and coordinate with the Construction Manager/Consultant. Lesson plan shall contain an outline of the material to be presented along with a description of visual aids to be utilized during the session. Include a time allocation for each subject. Furnish 10 copies of necessary training manuals, handouts, visual aids and reference materials at least 2 weeks prior to each training session.

2.2 FORMAT AND CONTENT

- .1 Include time in the classroom and at the installed location of the equipment and systems for each training session. As a minimum, cover the following topics for each item of equipment:
 - .1 Familiarization
 - .2 Safety
 - .3 Operation
 - .4 Troubleshooting
 - .5 Preventive maintenance
 - .6 Corrective maintenance
 - .7 Parts
 - .8 Local representatives

Part 3 EXECUTION

3.1 GENERAL REQUIREMENTS

- .1 Conduct training sessions for the Owner's operation and maintenance personnel on the operation, care, and maintenance of the equipment and systems supplied under this Contract. Training will take place at the Place of Work and under the conditions specified in the following paragraphs. Operation and maintenance manuals will be reviewed and accepted at least 15 days prior to the date scheduled for the initial training session.
- .2 Provide the Construction Manager/Consultant with a minimum of two weeks notice prior to the start of any training sessions.
- .3 Format and Content

- .1 Include time in the classroom and at the installed location of the equipment and systems for each training session. As a minimum, cover the following topics for each item of equipment:
 - .1 Familiarization
 - .2 Safety
 - .3 Operation
 - .4 Troubleshooting
 - .5 Preventative maintenance
 - .6 Corrective maintenance
 - .7 Parts
 - .8 Local representation
- .4 The Owner will record each training session to facilitate the development of a Maintenance Management System (MMS). After taping, the material may be edited and supplemented with professionally produced graphics to provide a permanent record for the Owner's use. The Trade Contractor must coordinate with the Construction Manager, Owner, Consultant and MMS sub consultant to complete this work, including provision of sufficient training sessions required to accurately demonstrate the operation and maintenance of all supplied systems.

3.2 OPERATOR CLASSROOM TRAINING

- .1 As a minimum, classroom equipment training for operations personnel will include:
 - .1 The equipment/systems specific location in the plant and an operational overview. Use slides and drawings to aid discussion.
 - .2 Purpose and function of the equipment and systems.
 - .3 The operating theory of the equipment and systems.
 - .4 Start-up, shutdown, normal operation, and emergency operating procedures, including system integration and electrical interlocks, if any.
 - .5 Safety items and procedures.
 - .6 Routine preventative maintenance, including specific details on lubrication and maintenance of corrosion protection of the equipment and systems and ancillary components.
 - .7 Operator detection, without test instruments, of specific equipment trouble symptoms.
 - .8 Required equipment exercise procedures and intervals.
 - .9 Routine disassembly and assembly of equipment and systems if applicable (as judged by the Owner on a case-by-case basis) for purposes such as operator inspection of equipment.

3.3 OPERATOR HANDS-ON TRAINING

- .1 As a minimum, hands-on training for operations personnel will include:

- .1 Discussing, demonstrating, and performing standard operating procedures and round checks.
- .2 Discussing and performing the preventative maintenance activities.
- .3 Discussing and performing start-up and shutdown procedures.
- .4 Performing the required equipment exercise procedures.
- .5 Performing routine disassembly and assembly of equipment if applicable.
- .6 Identifying and reviewing safety items and performing safety procedures, if feasible.

3.4 MAINTENANCE CLASSROOM TRAINING

- .1 Classroom equipment training for the maintenance and repair personnel will include:
 - .1 Basic theory of operation.
 - .2 Description and function of equipment.
 - .3 Routine start-up and shutdown procedures.
 - .4 Normal and major repair procedures.
 - .5 Equipment inspection and troubleshooting procedures.
 - .6 Safety procedures.
 - .7 Preventive and normal maintenance.

3.5 MAINTENANCE HANDS-ON TRAINING

- .1 Hands-on training for maintenance and repair personnel will include:
 - .1 Locating and identifying equipment components.
 - .2 Reviewing the equipment function and theory of operation.
 - .3 Reviewing normal repair procedures.
 - .4 Performing routine start-up and shutdown procedures.
 - .5 Reviewing and performing the safety procedures.
 - .6 Reviewing and using equipment manufacturer's manuals in the hands-on training.

3.6 VIDEO RECORDING REQUIREMENTS

- .1 The Trade Contractor will provide to the videographer, prior to recording on each system:
 - .1 Explanation on how the training will be approached.
 - .2 Explanation on physical areas that will be occupied throughout the training. This includes the immediate area, and any other locations relevant to the training.
 - .3 Point out each component or item that will be covered in the training.
 - .4 Provide an approximate time that the video session will take.
- .2 The Trade Contractor will, as part of the training and video recording:

- .1 Introduce themselves and the company they represent.
 - .2 Provide a title for the video.
 - .3 Introduce the system/component.
 - .4 Provide training for the system/component.
 - .5 Assume responsibility for the completeness and accuracy of the information.
- .3 For each system, the training video must cover the following content:
 - .1 Explain how the system/component operates.
 - .2 Step by step directions for start-up and shutdown operations.
 - .3 System layout, equipment, components and controls.
 - .4 Maintenance and troubleshooting.
 - .5 Functional requirements.
 - .6 Safety and emergency procedures.
- .4 Trade Contractor, while being filmed, will:
 - .1 Provide training for each system on the training schedule or system list.
 - .2 Simplify training by breaking each course into steps, using terms “step 1”, “step 2”, “step 3”, etc., for duration of training.
 - .3 Engage with the camera/videographer as a priority.
 - .4 Limit ‘on-site’ videos to 10 minutes or less. If more time is needed, break training into chapters.
 - .5 Adjust training to a slower pace to account for camera tracking.
 - .6 Take instructions from the videographer.
 - .7 Repeat parts of the training as requested by the videographer.
 - .8 Provide additional audio/visual content as requested by the videographer.
 - .9 Be prepared to do training an additional time to account for possible equipment malfunction.

END OF SECTION

Part 1 GENERAL

1.1 SECTION INCLUDES

- .1 Commissioning, testing and documentation.

1.2 RELATED REQUIREMENTS

- .1 Section 01 33 00 - Submittal Procedures.
- .2 Section 01 35 69 - Sustainable Design Requirements.
- .3 Section 01 71 00 - Examination and Preparation.
- .4 Section 01 78 00 - Closeout Procedures & Submittals.
- .5 Section 01 79 00 - Demonstration and Training.

1.3 GENERAL REQUIREMENTS

- .1 Owner will retain and pay for an independent commissioning agency to provide commissioning services for the Project.

1.4 DEFINITIONS

- .1 Commissioning: The process for achieving, verifying, and documenting that the facility and its systems are planned, designed, installed, and tested to ensure that they meet the original project requirements established by the Owner.
- .2 Commissioning Team:
 - .1 Owner's Representative: Representative of the Owner, as defined in the Agreement.
 - .2 Consultant: Consultant, as defined in the Agreement.
 - .3 Commissioning Manager: Party engaged by the Owner to lead commissioning activities and coordinate other team members.
 - .4 Construction Manager Representatives: Representatives of the Construction Manager.
 - .5 Trade Contractor Representatives: Representatives of the Trade Contractor whose scope of work includes items requiring commissioning.
 - .6 LEED consultant dedicated to monitor and auditing energy activated equipment, to address LEED criteria for operating equipment efficiency.
 - .7 Testing Agency: Specialty agency engaged by the Owner to perform tests on components or systems to verify conformance to Owner's requirements or specified requirements.
- .3 Commissioning Documents:

- .1 Commissioning Plan: A project-specific document that defines the scope and approach to commissioning of this facility.
 - .2 Submittal: Contract submittal, as specified in Contract Documents.
 - .3 Static check certificate: A document used to verify equipment data actually installed, prior to start-up or operation.
 - .4 Operating check certificate. A document used to verify equipment operation, including performance statistics.
 - .5 Start-up Reports: Report prepared by equipment startup personnel, including start-up sequence, and performance statistics. Refer to Section 01 75 16.
 - .6 Balancing Report: Report prepared by the balancing agency, indicating initial and final system performance, to Section 01 75 19.
 - .7 Maintenance Manual: A document containing detailed descriptions and technical information about start-up, operation and maintenance of equipment, to Section 01 78 00.
- .4 Acronyms:
- .1 Cx - Commissioning
 - .2 CxM - Commissioning Manager
 - .3 O&M - Operation and Maintenance
 - .4 FT — Functional Test
 - .5 TAB - Testing, Adjusting and Balancing

1.5 METHODOLOGY

- .1 The Commissioning Manager shall develop a Commissioning Plan, including as a minimum the management of commissioning meetings, and the management of project- specific commissioning documents.
- .2 Commissioning Plan to include:
 - .1 Assembly of Owner's requirements, including design criteria, performance goals, budgets, and schedules.
 - .2 Scheduling and chairing of commissioning meetings between team members.
 - .3 Development of static and operating check certificates for individual equipment.
 - .4 Assembly of commissioning reports, including testing and balancing reports, maintenance manuals, start-up reports, and testing reports.
 - .5 Verification of data by testing agency.
 - .6 Audit procedure, to be performed in the event of dispute or failure.
- .3 Execute the commissioning plan.

1.6 REGULATORY REQUIREMENTS

- .1 Arrange for regulatory authorities to witness those commissioning start up procedures that are also required by regulatory authorities.
- .2 Obtain certificates of approval and for compliance with regulations from Authorities Having Jurisdiction; include copies of certificates with start-up reports.

1.7 CONTRACT COMMISSIONING REQUIREMENTS

- .1 Trade Contractor to prepare each system ready for commissioning. Verify systems installation is complete and in operation.
- .2 Trade Contractor to cooperate with construction manager, commissioning agency, coordinate commissioning with and assist commissioning agency. Participate in commissioning meetings.
- .3 Witnessing: Allow commissioning team members to witness starting, testing, adjusting, and balancing procedures.
- .4 Trade Contractor to allow Commissioning Manager and Auditor free access to the Work.
- .5 Trade Contractor to provide personnel and operate systems at designated times, and under conditions required for proper commissioning.
- .6 Commissioning Manager to employ experienced personnel for equipment start-up and commissioning, who are able to interpret results of readings and tests and report the system status in a clear and concise manner.
- .7 Testing Agency to provide all equipment required to perform testing, balancing, and commissioning of systems. Calibrate instruments used in start up as accurate; provide calibration certificates if requested by the Commissioning Manager.
- .8 Testing Agency to make instruments available to commissioning agency to facilitate spot checks during commissioning.
- .9 Commissioning Manager to perform and document verification, performance testing, adjusting, and balancing operations.
- .10 Consultant to utilize equipment check certificates and other commissioning documents required by the Commissioning Manager.
- .11 Consultant to verify that equipment is installed in accordance with Contract Documents, and reviewed shop drawings. Sign and date static check certificates.
- .12 Do not start up equipment unless static check sheets have been completed and submitted.
- .13 Complete in detail, and sign operating check certificates.

- .14 Trade Contractor to complete commissioning forms as requested by construction manager or commissioning agency. Correct deficiencies identified in commissioning process.
- .15 Trade Contractor to incorporate commissioning data into operation and maintenance manual.
- .16 Trade Contractor to coordinate with Construction Manager to ensure that commissioning agency participates in demonstration and training as specified in Section 01 79 00 — Demonstration and Training.

1.8 COMMISSIONING AGENCY REQUIREMENTS

- .1 The commissioning agency will:
 - .1 Prepare a commissioning plan, including systems to be commissioned, forms, checklists and responsibilities of commissioning team members.
 - .2 Implement the commissioning plan and lead the commissioning team through start-up, verification, performance testing, training, and document preparation.
 - .3 Review component shop drawings.
 - .4 Schedule, plan and conduct a commissioning start-up meeting with the entire commissioning team in attendance. Convene, chair, prepare and distribute minutes of commissioning meetings.
 - .5 Supervise commissioning activities and witness inspections and tests.
 - .6 Make periodic site visits for the purpose of selective checking of accuracy of commissioning form submissions, witness testing, and review of mock-ups.
 - .7 Review content of operations and maintenance manual.
 - .8 Provide instruments necessary for commissioning.

1.9 CONSULTANT'S RESPONSIBILITIES

- .1 The Consultant will:
 - .1 Participate in commissioning meetings.
 - .2 Coordinate commissioning agency's involvement in Shop Drawing review process.
 - .3 Review verification and performance test results and direct Contractor to correct defects or deficiencies in the Work.
 - .4 Initiate Change Orders or Change Directives identified as necessary by the commissioning process.
 - .5 Review final commissioning report.

1.10 OWNER'S RESPONSIBILITIES

- .1 The Owner will:

- .1 Assign operations and maintenance personnel to participate in meetings, and witnessing of demonstration, and training.
- .2 Designate a person to acknowledge receipt of reports.

1.11 CONSTRUCTION MANAGER'S RESPONSIBILITIES

- .1 The Construction manager will:
 - .1 Coordinate with Trade Contractor's to facilitate involvement as required.

Part 2 PRODUCTS Not Used

Part 3 EXECUTION

3.1 COMMISSION TESTING

- .1 Allow for work, effort, and associated costs necessary to assist an Owner appointed and remunerated Commissioning Manager, for fulfilment of a commission testing process of the facility and Work.
- .2 Coordinate, cooperate, and harmonize efforts with the Construction Manager and Commissioning Manager.
- .3 Commission testing will include a random testing and evaluation process as determined by the Construction Manager and Commissioning Manager.
- .4 System and device checks to be suitably logged, tabulated, signed, and incorporated into project Operating and Maintenance Manuals:
 - .1 Construction Manager will coordinate site visits by the Commission Manager and the affected parties during warranty periods.
- .5 The commissioning process will not:
 - .1 Preclude the duties and responsibilities described in the Contract Documents nor the requirements and obligations of the Contract.
 - .2 Circumvent any required warranties.
 - .3 Relieve the Trade Contractor from warranty requirements, responsibilities, or obligations.
- .6 Prior to commission testing, perform the following and provide copies to the Construction Manager, of component and assembly Contract Document compliance:
 - .1 Static test certificates.
 - .2 Equipment operating certificates.
 - .3 Three (3) copies of valve tag list.
 - .4 Inspection certificates from authorities having jurisdiction.
 - .5 Required copies of shop drawings.

- .6 Manufacturer's operating and maintenance brochures of all major equipment.
- .7 Ensure all systems have been started, adjusted to design criteria, and are functionally operational, ready for independent testing.
- .8 Cooperate with the Construction Manager and Commissioning Manager in advance of activating operating systems.
- .9 Test results that reveal failure to conform to the Contract Documents, will result in the Trade Contractor arranging and paying to correct the Work.

3.2 SCHEDULE OF ITEMS TO BE COMMISSIONED

- .1 Division 08 – Openings
 - .1 08 71 20 Door Hardware
- .2 Division 14 – Hydraulic Elevator
- .3 Division 22 - Plumbing
- .4 Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)
- .5 Division 25 - Integrated Automation
- .6 Division 26 - Electrical

END OF SECTION

Appendix “B” Cover

CCCA1-2021 Stipulated Price Subcontract & Supplemental Conditions

CCA
STANDARD
CONSTRUCTION
DOCUMENT



CCA

1

2021

Stipulated price subcontract

[Name of the Project]

[Sub-subcontract Work]

APPLY A CCA 1 COPYRIGHT SEAL HERE.

The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of the CCA 1-2021 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCA 1 STIPULATED PRICE SUBCONTRACT

TABLE OF CONTENTS

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

- 1A Work to be Performed
- 2A Conflict Between the Prime Contract and Subcontract
- 3A Subcontract Documents
- 1B Work to be Performed
- 2B Conflict Between the Prime Contract and Subcontract
- 3B Subcontract Documents
- 4 Schedule
- 5 Subcontract Price
- 6 Payment
- 7 Receipt of and Addresses for Notices in Writing
- 8 Language of the Subcontract

DEFINITIONS

- Change Directive
- Change Order
- Construction Equipment
- Drawings
- Notice in Writing
- Other Subcontractor
- Owner, Consultant, Contractor, and Subcontractor
- Payment Legislation
- Place of the Work
- Prime Contract
- Prime Contract Documents
- Product
- Project
- Ready-for-Takeover
- Shop Drawings
- Specifications
- Subcontract
- Subcontract Documents
- Subcontract Price
- Subcontract Time
- Subcontract Work
- Substantial Performance of the Work
- Sub-Subcontractor
- Supplemental Instruction
- Temporary Work
- Value Added Taxes
- Work
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SUBCONTRACT CONDITIONS

PART 1 GENERAL PROVISIONS

- SCC 1.1 Subcontract Documents
- SCC 1.2 Assignment

PART 2 ADMINISTRATION OF THE SUBCONTRACT

- SCC 2.1 Supplemental Instructions
- SCC 2.2 Review and Inspection of the Subcontract Work
- SCC 2.3 Defective Work

PART 3 EXECUTION OF THE SUBCONTRACT WORK

- SCC 3.1 Construction by Contractor or Other Subcontractors
- SCC 3.2 Temporary Work
- SCC 3.3 Supervision
- SCC 3.4 Sub-Subcontractors
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- SCC 3.6 Payment of Accounts

PART 4 ALLOWANCES

- SCC 4.1 Cash Allowances

PART 5 PAYMENT

- SCC 5.1 Applications for Payment
- SCC 5.2 Deferred Work
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PART 6 CHANGES IN THE SUBCONTRACT WORK

- SCC 6.1 Contractor's Right to Make Changes
- SCC 6.2 Change Order
- SCC 6.3 Change Directive
- SCC 6.4 Concealed or Unknown Conditions
- SCC 6.5 Delays
- SCC 6.6 Claims for a Change in Subcontract Price

PART 7 DEFAULT NOTICE

- SCC 7.1 Contractor's Right to Perform the Subcontract Work, Terminate the Subcontractor's Right to Continue with the Subcontract Work or Terminate the Subcontract
- SCC 7.2 Subcontractor's Right to Suspend the Subcontract Work or Terminate the Subcontract

PART 8 DISPUTE RESOLUTION

- SCC 8.1 Interpretation and Instruction of the Contractor
- SCC 8.2 Adjudication
- SCC 8.3 Negotiation, Mediation and Arbitration
- SCC 8.4 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

- SCC 9.1 Protection of Subcontract Work and Property
- SCC 9.2 Toxic and Hazardous Substances
- SCC 9.3 Artifacts and Fossils
- SCC 9.4 Construction Safety
- SCC 9.5 Mould

PART 10 GOVERNING REGULATIONS

- SCC 10.1 Taxes and Duties
- SCC 10.2 Laws, Notices, Permits, and Fees
- SCC 10.3 Patent Fees
- SCC 10.4 Workers' Compensation

PART 11 INSURANCE

- SCC 11.1 Insurance

PART 12 OWNER TAKEOVER

- SCC 12.1 Ready-for-Takeover
- SCC 12.2 Early Occupancy by the Owner
- SCC 12.3 Warranty

PART 13 INDEMNIFICATION AND WAIVER

- SCC 13.1 Indemnification
- SCC 13.2 Waiver of Claims

CCA 1 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCA does not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCA 1.

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AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

For use when a stipulated price is the basis of payment.

This Subcontract Agreement made on _____ day of _____ in the year _____ .
by and between the parties

hereinafter called the “Contractor”

and

hereinafter called the “Subcontractor”

Whereas the Contractor has entered into agreement hereinafter called the Prime Contract on _____ day of _____ in _____ the year _____ with _____

hereinafter called the “Owner” for the construction of _____

hereinafter called the “Project”;

And whereas the Subcontract Work is included within the Work to be performed under the Prime Contract in accordance with the Prime Contract Documents for which _____

is acting as and is hereinafter called the “Consultant”;

And whereas the Subcontractor has agreed with the Contractor to perform the Subcontract Work required by the Subcontract Documents;

And whereas the Contractor and Subcontractor for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained;

NOW THEREFORE THE SUBCONTRACT AGREEMENT WITNESSES as follows:

(Note: The parties shall complete Articles of the Subcontract Agreement 1A, 2A and 3A and discard Articles of the Subcontract Agreement 1B, 2B and 3B if:

- there is a Prime Contract in writing between the Owner and the Contractor, and
- it is the intention of the Contractor and the Subcontractor that the conditions of such Prime Contract are to be incorporated into this Subcontract and shall govern in the event of a conflict.)

ARTICLE 1A WORK TO BE PERFORMED

- 1.1 The *Subcontractor* shall perform the *Subcontract Work* in a proper and workmanlike manner pertaining to:
[Insert full description of all *Subcontract Work* to be performed with reference to specification section as described by number and heading if applicable]
- 1.2 The *Subcontractor* shall perform the *Subcontract Work* as required by the *Subcontract Documents*.

ARTICLE 2A CONFLICT BETWEEN THE PRIME CONTRACT AND SUBCONTRACT

- 2.1 The requirements, terms and conditions of the *Prime Contract* as far as they are applicable to this *Subcontract*, shall be binding upon the *Contractor* and the *Subcontractor* as if the word “owner” appearing therein had been changed to “*Contractor*” and the word “contractor” appearing therein has been changed to “*Subcontractor*”. In the event of any conflict between the terms of this *Subcontract* and the *Prime Contract*, the *Prime Contract* shall govern except for the following provisions:
- Supplementary conditions of the *Subcontract*, if any
- [Insert here, attaching additional pages if required, a list identifying all other agreed exceptions to paragraph 2.1]
- 2.2 Paragraphs 10.2.3 and 10.2.4 of SCC 10.2 – LAWS, NOTICES, PERMITS, AND FEES and SCC 13.1 – INDEMNIFICATION shall be individually inoperative and considered as deleted from this contract in the event that conditions of identical wording or effect as they relate to each of these articles are not set out in the *Prime Contract*.

ARTICLE 3A SUBCONTRACT DOCUMENTS

- 3.1 The following are the *Subcontract Documents* referred to in Article 1A of this *Subcontract Agreement* – WORK TO BE PERFORMED:
- *Prime Contract* Agreement between *Owner* and *Contractor*
 - Definitions of the *Prime Contract*
 - The General Conditions of the *Prime Contract*
 - *Subcontract* Agreement between *Contractor* and *Subcontractor*
 - Definitions of the *Subcontract*
 - The *Subcontract* Conditions of the *Subcontract*
- *

*[Insert here, attaching additional pages if required, a list identifying all other *Subcontract Documents* e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the *Subcontractor* may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule]

(Note: The parties shall complete Articles of the Subcontract Agreement 1B, 2B and 3B and discard Articles of the Subcontract Agreement 1A, 2A and 3A if:

- there is no written Prime Contract between the Owner and the Contractor, or
- it is the intention of the Contractor and the Subcontractor that this Subcontract represents the full scope of the Subcontract Work and shall govern in the event of a conflict.)

ARTICLE 1B WORK TO BE PERFORMED

1.1 The Subcontractor shall perform the Subcontract Work in a proper and workmanlike manner pertaining to:

*

**[Insert full description of all Subcontract Work to be performed with reference to specification section as described by number and heading if applicable]*

1.2 The Subcontractor shall perform the Subcontract Work as required by the Subcontract Documents. Any amendments to the Prime Contract Documents that relate to the Subcontract Work after time of the submission of subcontract bids to the Contractor and prior to execution of the Subcontract, shall be agreed in writing by the Contractor and Subcontractor in order to have binding effect to the Subcontract.

ARTICLE 2B CONFLICT BETWEEN THE PRIME CONTRACT AND SUBCONTRACT

2.1 In the event of any conflict between the terms of this Subcontract and the Prime Contract, this Subcontract shall govern.

ARTICLE 3B SUBCONTRACT DOCUMENTS

3.1 The following are the Subcontract Documents referred to in Article 1B of this Subcontract Agreement – WORK TO BE PERFORMED:

- Subcontract Agreement between Contractor and Subcontractor
- Definitions of the Subcontract
- The Subcontract Conditions of the Subcontract
- Prime Contract Agreement between Owner and Contractor, if any
- Definitions of the Prime Contract, if any
- The General Conditions of the Prime Contract, if any

*

**[Insert here, attaching additional pages if required, a list identifying all other Subcontract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Subcontractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule]*

ARTICLE 4 SCHEDULE

- 4.1 The *Subcontractor* shall perform the *Subcontract Work*:
- .1 in accordance with a schedule provided by the *Contractor* at the time of signing this *Subcontract*; or
 - .2 in accordance with a schedule mutually agreed if provided by the *Contractor* after the signing of this *Subcontract*; or
 - .3 commence the *Subcontract Work* by the _____ day of _____ in the year _____ and, subject to adjustment in contract time as provided for in the *Prime Contract Documents*, substantially perform the *Subcontract Work*, by the _____ day of _____ in the year _____, and as applicable do all things required by the *Subcontract Documents* so as to achieve *Ready-for-Takeover* by the _____ day of _____ in the year _____.
- The *Contractor* may reasonably adjust any schedule or specified timing during the course of the *Subcontract Work* provided it is mutually agreed by the *Subcontractor*.

ARTICLE 5 SUBCONTRACT PRICE

- 5.1 The *Subcontract Price*, which excludes *Value Added Taxes*, is:

_____/100 dollars \$

- 5.2 *Value Added Taxes* (of _____ %) payable by the *Contractor* to the *Subcontractor* are:

_____/100 dollars \$

- 5.3 Total amount payable by the *Contractor* to the *Subcontractor* for the *Subcontract Work* is:

_____/100 dollars \$

- 5.4 These amounts shall be subject to adjustments as provided in the *Subcontract Documents*.

- 5.5 All amounts are in Canadian funds.

ARTICLE 6 PAYMENT

- 6.1 Subject to the provisions of the *Subcontract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Contractor* shall:
- .1 make progress payments to the *Subcontractor* on account of the *Subcontract Price* in accordance with paragraph 6.2 of this Article. The amounts of such payments shall be as certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
 - .2 upon *Substantial Performance of the Work*, pay to the *Subcontractor* the percentage of the *Subcontract Price* which has been held back from the preceding progress payments when due together with such *Value Added Taxes* as may be applicable to such payment, and
 - .3 upon the issuance of the *Consultant's* certificate of payment that incorporates final payment of the *Subcontract Work*, pay to the *Subcontractor* the unpaid balance of the *Subcontract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.
- 6.2 The *Subcontractor* shall make applications for payment together with supporting sworn statements and other documents that are required by the *Subcontract Documents* on or before the _____ day of each month (herein called the Submission Date) to the *Contractor* for approval and due processing. The amount claimed shall be for the value, proportionate to the amount of the *Subcontract*, of *Subcontract Work* performed and *Products* delivered to the *Place of the Work* up to the _____ day of the month. The *Contractor* shall pay the *Subcontractor*, no later than 30 calendar days after the Submission Date or 10 calendar days after the date of a *Consultant's* certificate for payment whichever is later or as required by the *Payment Legislation*, _____ percent of the amount applied for or such other amount as the *Contractor* or the *Consultant* determines to be properly due. If the *Contractor* or the *Consultant* makes any changes to the amount of the applications for payment, or rejects the application or part thereof, the *Contractor* shall promptly issue a written notice to the *Subcontractor* giving reasons for the revision or rejection.
- 6.3 In the event that the *Consultant* fails to issue any certificate upon which payment shall become payable to the *Contractor* or the *Owner* fails to make a payment within the times prescribed in the *Prime Contract*:
- .1 The *Contractor* shall immediately inform the *Owner* of the *Owner's* default as provided for by the terms of the *Prime Contract*, concurrently and no later than within two *Working Days* advise the *Subcontractor* in writing of such default and provide to the *Subcontractor* a copy of any and all notices of default delivered by the *Contractor* to the *Owner*.
 - .2 Should the *Owner* not remedy the default within the time prescribed by the *Prime Contract*, the *Contractor* shall:

- (1) within the time stipulated in the applicable lien legislation, take such steps as are required to enforce all of the *Contractor's* lien rights to recover all amounts unpaid on the *Subcontract*; and
 - (2) provide the *Subcontractor* prompt *Notice in Writing* of all steps taken to enforce payment.
 - .3 In the event that the *Contractor* has complied with all the provisions of this paragraph 6.3, the time for payment provided for in paragraph 6.2 of this Article shall be extended to []* calendar days from that otherwise provided for in paragraph 6.2 of this Article and the amount of the payment so suspended shall be deemed to be a holdback authorised pursuant to the terms of this *Subcontract* and shall be payable at the time provided for in this subparagraph. (***NOTE: the suspension time shall be 60 days or as otherwise agreed by the Contractor and the Subcontractor.**)
 - .4 Notwithstanding any suspension as herein provided of the obligation to make payment which would otherwise be payable pursuant to paragraph 6.2 of this Article, the *Contractor* shall be obliged to pay interest on the amount of the payment which is suspended at the date payment of that sum finally becomes due at the rate provided in paragraph 6.5 of this Article calculated from the date when, but for paragraph 6.3 of this Article, payment would otherwise have been due.
- 6.4 If no claims exist against the *Subcontract Work* and the *Subcontractor* has submitted to the *Contractor* a fully executed and sworn CCDC 9B 'Statutory Declaration', except for holdback amounts to be payable out of the funds to be paid to the *Subcontractor* pursuant to this paragraph 6.4 or as an identified amount in dispute, the amount withheld from progress payments made pursuant to paragraph 6.1.1 of this Article and which is payable pursuant to paragraph 6.1.2 of this Article is due and payable, subject to the requirements of any *Payment Legislation*, no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 6.5 Interest
- .1 Should either party fail to make payments as they become due under the terms of the *Subcontract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.
 Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by
[Insert name of chartered lending institution whose prime rate is to be used]
 - .2 Interest shall apply at the rate and in the manner prescribed by paragraph 6.5.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the *Subcontract Conditions – DISPUTE RESOLUTION* or otherwise, from the date the amount would have been due and payable under the *Subcontract*, had it not been in dispute, until the date it is paid.

ARTICLE 7 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 7.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 7.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 7.3 A *Notice in Writing* delivered by one party in accordance with this *Subcontract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.
- 7.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.
- 7.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Contractor

*name of Contractor**

address

email address

Subcontractor

*name of Subcontractor**

address

email address

** If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

ARTICLE 8 LANGUAGE OF THE SUBCONTRACT

- 8.1 When the *Subcontract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
Complete this statement by striking out inapplicable term.
- 8.2 This Subcontract Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

In witness whereof the parties hereto have executed this Subcontract Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

WITNESS

SUBCONTRACTOR

name of Subcontractor

signature

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Contractor or Subcontractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Subcontract Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Subcontract Agreement should be properly sealed.

DEFINITIONS

The following Definitions shall apply to all *Subcontract Documents*.

Change Directive

A *Change Directive* is a written instruction signed by the *Contractor* directing the *Subcontractor* to proceed with a change in the *Subcontract Work* within the general scope of the *Subcontract Documents* prior to the *Contractor* and the *Subcontractor* agreeing upon adjustments in the *Subcontract Price* and the *Subcontract Time*.

Change Order

A *Change Order* is a written amendment to the *Subcontract* signed by the *Contractor* and the *Subcontractor* stating their agreement upon:

- a change in the *Subcontract Work*;
- the method of adjustment or the amount of the adjustment in the *Subcontract Price*, if any; and
- the extent of the adjustment in the *Subcontract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Subcontract Work* but is not incorporated into the *Subcontract Work*.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Subcontract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Subcontract Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Subcontract Documents*, is a written communication between the parties that is transmitted in accordance with the provisions of Article 7 of the Subcontract Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Other Subcontractor

Other Subcontractor means a contractor, other than the *Subcontractor* or a *Sub-Subcontractor*, engaged by the *Contractor* for the *Project*.

Owner, Consultant, Contractor, and Subcontractor

The *Owner*, *Consultant*, *Contractor*, and *Subcontractor* are the persons or entities identified as such in the Subcontract Agreement.

Payment Legislation

Payment Legislation means such legislation, if any, in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Prime Contract Documents*.

Prime Contract

The *Prime Contract* is the undertaking by the *Owner* and the *Contractor* to perform their respective duties, responsibilities and obligations as prescribed in the *Prime Contract Documents* and represents the entire agreement between the *Owner* and the *Contractor*.

Prime Contract Documents

The *Prime Contract Documents* are those documents comprising the *Prime Contract* between the *Owner* and the *Contractor* and defined therein.

Product

Product or *Products* means material, machinery, equipment, and fixtures forming part of the *Subcontract Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover of the *Work* shall have been attained when the conditions set out in the *Prime Contract Documents* have been met. In the event that the *Prime Contract Documents* do not include the *Ready-for-Takeover*, then references to *Ready-for-Takeover* in this *Subcontract* shall be deemed to be references to *Substantial Performance of the Work*.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Subcontractor* provides to illustrate details of portions of the *Subcontract Work*.

Specifications

The *Specifications* are that portion of the *Subcontract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Subcontract Work*.

Subcontract

The *Subcontract* is the undertaking by the *Contractor* and the *Subcontractor* to perform their respective duties, responsibilities and obligations as prescribed in the *Subcontract Documents* and represents the entire agreement between the *Contractor* and the *Subcontractor*.

Subcontract Documents

The *Subcontract Documents* consist of those documents listed in Article 3A or Article 3B of the Subcontract Agreement – SUBCONTRACT DOCUMENTS and amendments agreed upon between the *Contractor* and the *Subcontractor*.

Subcontract Price

The *Subcontract Price* is the amount stipulated in Article 5 of the Subcontract Agreement – SUBCONTRACT PRICE.

Subcontract Time

The *Subcontract Time* is the time stipulated in Article 4 of the Subcontract Agreement – SCHEDULE within which the *Subcontract Work* is to be performed.

Subcontract Work

The *Subcontract Work* means the construction and related services required by the *Subcontract Documents*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Sub-Subcontractor

A *Sub-Subcontractor* is a person or entity having a direct contract with the *Subcontractor* to perform a part or parts of the *Subcontract Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Subcontract Price* or *Subcontract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Subcontract Documents*. It is to be issued by the *Contractor* to supplement the *Subcontract Documents* as required for the performance of the *Subcontract Work*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Subcontract Work* but not incorporated into the *Subcontract Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Subcontract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Subcontract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Subcontractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Prime Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

SUBCONTRACT CONDITIONS

PART 1 GENERAL PROVISIONS

SCC 1.1 SUBCONTRACT DOCUMENTS

- 1.1.1 The intent of the *Subcontract Documents* is to include the labour, *Products* and services necessary for the performance of the *Subcontract Work* by the *Subcontractor* in accordance with these documents. It is not intended, however, that the *Subcontractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Subcontract Documents*.
- 1.1.2 The *Subcontract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Subcontractor* shall be required only to the extent consistent with the *Subcontract Documents*.
- 1.1.3 The *Subcontractor* shall review the *Subcontract Documents* for the purpose of facilitating co-ordination and execution of the *Subcontract Work* by the *Subcontractor*.
- 1.1.4 The *Subcontractor* is not responsible for errors, omissions or inconsistencies in the *Subcontract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Subcontractor*, the *Subcontractor* shall promptly report to the *Contractor* and shall not proceed with the work affected until the *Subcontractor* has received corrected or additional information from the *Contractor*.
- 1.1.5 If there is a conflict within the *Subcontract Documents*:
- .1 the order of priority of documents listed in Article 3A or the Subcontract Agreement – SUBCONTRACT DOCUMENTS, from highest to lowest, shall be
 - the Agreement of the *Prime Contract*,
 - the Definitions of the *Prime Contract*,
 - Supplementary Conditions of the *Prime Contract*,
 - the General Conditions of the *Prime Contract*,
 - the Agreement of the *Subcontract*,
 - the Definitions of the *Subcontract*,
 - Supplementary Conditions of the *Subcontract*,
 - the Subcontract Conditions of the *Subcontract*,
 - Division 01 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 the order of priority of documents listed in Article 3B or the Subcontract Agreement – SUBCONTRACT DOCUMENTS, from highest to lowest, shall be
 - the Agreement of the *Subcontract*,
 - the Definitions of the *Subcontract*,
 - Supplementary Conditions of the *Subcontract*,
 - the Subcontract Conditions of the *Subcontract*,
 - the Agreement of the *Prime Contract*,
 - the Definitions of the *Prime Contract*,
 - Supplementary Conditions of the *Prime Contract*,
 - the General Conditions of the *Prime Contract*,
 - Division 01 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .3 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .4 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .5 amended or later dated documents shall govern over earlier documents of the same type.
 - .6 noted materials and annotations shall govern over graphic indications.
- 1.1.6 Nothing contained in the *Subcontract Documents* shall create any contractual relationship between the *Contractor* and a *Sub-Subcontractor* or their agent, employee, or other person performing any portion of the *Subcontract Work*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Subcontract Documents* in accordance with such recognized meanings.

- 1.1.8 References in the *Subcontract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Subcontractor* in dividing the work among *Sub-Subcontractors*.

SCC 1.2 ASSIGNMENT

- 1.2.1 Neither party to the *Subcontract* shall assign the *Subcontract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE SUBCONTRACT

SCC 2.1 SUPPLEMENTAL INSTRUCTIONS

- 2.1.1 During the progress of the *Subcontract Work* the *Contractor* shall furnish *Supplemental Instructions* to the *Subcontractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Contractor* and the *Subcontractor*.

SCC 2.2 REVIEW AND INSPECTION OF THE SUBCONTRACT WORK

- 2.2.1 The *Owner*, the *Consultant* and the *Contractor* shall have access to the *Subcontract Work* at all times. The *Subcontractor* shall provide sufficient, safe and proper facilities at all times for review and inspection.
- 2.2.2 If work is designated for tests, inspections or approvals in the *Subcontract Documents*, by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Subcontractor* shall give the *Contractor* reasonable notification of when the work will be ready for review and inspection. Inspection by the *Consultant* and the *Contractor* shall be made promptly.
- 2.2.3 The *Subcontractor* shall furnish promptly to the *Contractor* two copies of certificates and inspection reports relating to the *Subcontract Work*.
- 2.2.4 If the *Subcontractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Subcontractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Subcontractor's* expense.
- 2.2.5 The *Contractor* may order any portion or portions of the *Subcontract Work* to be examined to confirm that such work is in accordance with the requirements of the *Subcontract Documents*. If the work is not in accordance with the requirements of the *Subcontract Documents*, the *Subcontractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Subcontract Documents*, the *Contractor* shall pay the cost of examination and restoration.
- 2.2.6 The *Subcontractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Subcontract Documents* to be performed by the *Subcontractor* or is required by the laws or ordinances applicable to the *Place of the Work*.
- 2.2.7 The *Subcontractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Subcontract Documents*.

SCC 2.3 DEFECTIVE WORK

- 2.3.1 The *Subcontractor* shall promptly correct defective work that has been rejected by the *Contractor* as failing to conform to the *Subcontract Documents* whether or not the defective work was incorporated in the *Subcontract Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Subcontractor*.
- 2.3.2 The *Subcontractor* shall make good promptly other work destroyed or damaged by such corrections at the *Subcontractor's* expense.
- 2.3.3 If in the opinion of the *Contractor* it is not expedient to correct defective work or work not performed as provided in the *Subcontract Documents*, the *Contractor*, having obtained concurrence of such opinion from the *Consultant*, may deduct from the amount otherwise due to the *Subcontractor* the difference in value between the work as performed and that called for by the *Subcontract Documents*. If the *Subcontractor* does not agree with the difference in value, the disagreement shall be settled in accordance with Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION.

PART 3 EXECUTION OF THE SUBCONTRACT WORK

SCC 3.1 CONSTRUCTION BY CONTRACTOR OR OTHER SUBCONTRACTORS

- 3.1.1 The *Contractor* reserves the right to award separate contracts in connection with other parts of the *Work* to *Other Subcontractors* and to perform work with own forces.
- 3.1.2 When separate contracts are awarded for other parts of the *Work*, or when work is performed by the *Contractor*'s own forces, the *Contractor* shall:
- .1 provide for the co-ordination of the activities and work of *Other Subcontractors* and the *Contractor*'s own forces with the *Subcontract Work*;
 - .2 enter into separate contracts with *Other Subcontractors* under conditions of contract which are compatible with the conditions of the *Subcontract*;
 - .3 ensure that insurance coverage is provided to the same requirements as are called for in SCC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Subcontractor* as it affects the *Subcontract Work*; and
 - .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Work* arising from the work of *Other Subcontractors* or the *Contractor*'s own forces.
- 3.1.3 When separate contracts are awarded for other parts of the *Work*, or when work is performed by the *Contractor*'s own forces, the *Subcontractor* shall:
- .1 afford the *Contractor* and *Other Subcontractors* reasonable opportunity to store their products and execute their work;
 - .2 co-ordinate and schedule the *Subcontract Work* with the work of *Other Subcontractors* or the *Contractor*'s own forces that are identified in the *Subcontract Documents*;
 - .3 participate with *Other Subcontractors* and the *Contractor* in reviewing their construction schedules when directed to do so; and
 - .4 report promptly to the *Contractor* in writing any apparent deficiencies in the work of *Other Subcontractors* or of the *Contractor*'s own forces, where such work affects the proper execution of any portion of the *Subcontract Work*, prior to proceeding with that portion of the *Subcontract Work*.
- 3.1.4 Where a change in the *Subcontract Work* is required as a result of the co-ordination and integration of the work of *Other Subcontractors* or *Contractor*'s own forces with the *Subcontract Work*, the changes shall be authorized and valued as provided in SCC 6.1 – CONTRACTOR'S RIGHT TO MAKE CHANGES, SCC 6.2 – CHANGE ORDER and SCC 6.3 – CHANGE DIRECTIVE.
- 3.1.5 Disputes and other matters in question between the *Subcontractor* and *Other Subcontractors* shall be dealt with as provided in Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION provided the *Other Subcontractors* have reciprocal obligations. The *Subcontractor* shall be deemed to have consented to arbitration of any dispute with any *Other Subcontractor* whose contract with the *Contractor* contains a similar agreement to arbitrate. In the absence of *Other Subcontractors* having reciprocal obligations, disputes and other matters in question initiated by the *Subcontractor* against *Other Subcontractors* will be considered disputes and other matters in question between the *Subcontractor* and the *Contractor*.
- 3.1.6 Should the *Contractor*, the *Consultant*, *Other Subcontractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in SCC 6.1 – CONTRACTOR'S RIGHT TO MAKE CHANGES, SCC 6.2 – CHANGE ORDER and SCC 6.3 – CHANGE DIRECTIVE.

SCC 3.2 TEMPORARY WORK

- 3.2.1 Unless otherwise stipulated in the *Subcontract Documents*, the *Contractor* shall provide and pay for all temporary water, power and heat, general purpose lighting and toilet facilities but excluding those temporary services required for the *Subcontractor*'s site office.

SCC 3.3 SUPERVISION

- 3.3.1 The *Subcontractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Subcontract Work* is being performed. The appointed representative shall not be changed except for valid reason.
- 3.3.2 The appointed representative shall represent the *Subcontractor* at the *Place of the Work*. Information and instructions provided to the *Subcontractor*'s appointed representative shall be deemed to have been received by the *Subcontractor*, except with respect to Article 7 of the Subcontract Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

SCC 3.4 SUB-SUBCONTRACTORS

- 3.4.1 The *Subcontractor* shall preserve and protect the rights of the parties under the *Subcontract* with respect to work to be performed under sub-subcontract, and shall:
- .1 enter into contracts or written agreements with *Sub-Subcontractors* to require them to perform their work as provided in the *Subcontract Documents*;

- .2 incorporate the applicable terms and conditions of the *Subcontract Documents* into all contracts or written agreements with *Sub-Subcontractors*; and
 - .3 be as fully responsible to the *Contractor* for acts and omissions of *Sub-Subcontractors* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Subcontractor*.
- 3.4.2 The *Subcontractor* shall indicate in writing, if requested by the *Contractor*, those *Sub-Subcontractors* whose bids have been received by the *Subcontractor* which the *Subcontractor* would be prepared to accept for the performance of a portion of the *Subcontract Work*. Should the *Contractor* not object before signing the *Subcontract*, the *Subcontractor* shall employ those *Sub-Subcontractors* that comply with the requirements of the *Subcontract Documents* and so identified by the *Subcontractor* in writing for the performance of that portion of the *Subcontract Work* to which their bid applies.
- 3.4.3 The *Contractor* may, for reasonable cause, at any time before the *Contractor* has signed the *Subcontract*, object to the use of a proposed *Sub-Subcontractor* and require the *Subcontractor* to employ one of the other sub-subcontract bidders.
- 3.4.4 If the *Contractor* requires the *Subcontractor* to change a proposed *Sub-Subcontractor*, the *Subcontract Price* and *Subcontract Time* shall be adjusted by the difference occasioned by such required change.
- 3.4.5 The *Subcontractor* shall not be required to employ as a *Sub-Subcontractor*, a person or firm to which the *Subcontractor* may reasonably object.
- 3.4.6 The *Contractor* may provide to a *Sub-Subcontractor* information as to the percentage of the *Sub-Subcontractor's* work which has been certified for payment.

SCC 3.5 SHOP DRAWINGS

- 3.5.1 The *Subcontractor* shall provide *Shop Drawings* as required in the *Subcontract Documents*.
- 3.5.2 The *Subcontractor* shall provide *Shop Drawings* to the *Contractor* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Subcontract Work* or in the work of *Other Subcontractors* or the *Contractor's* own forces.
- 3.5.3 The *Subcontractor* shall review all *Shop Drawings* before providing them to the *Contractor*. The *Subcontractor* represents by this review that:
- .1 the *Subcontractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Subcontractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Subcontract Work* and of the *Subcontract Documents*.
- 3.5.4 At the time of providing *Shop Drawings*, the *Subcontractor* shall expressly advise the *Contractor* in writing of any deviations in a *Shop Drawing* from the requirements of the *Subcontract Documents*. The *Contractor* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.5.5 The *Contractor's* review shall not relieve the *Subcontractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Subcontract Documents*.
- 3.5.6 The *Contractor* shall review and return *Shop Drawings* with reasonable promptness so as to cause no delay in the performance of the *Subcontract Work*.

SCC 3.6 PAYMENT OF ACCOUNTS

- 3.6.1 The *Subcontractor* shall promptly and satisfactorily settle and pay for all accounts, claims or liens with respect to the *Subcontract Work*. If, after having received 2 *Working Days Notice in Writing* from the *Contractor* to settle and pay such accounts, claims or liens, the *Subcontractor* fails or refuses to settle or pay same, the *Contractor* shall have the right to settle or pay such accounts, claims or liens for the account of the *Subcontractor* and the receipt issued to the *Contractor* with respect to such accounts, claims or liens shall be conclusive evidence as to such payments and the amount thereof. Notwithstanding the foregoing provision, the *Subcontractor* shall not be required to pay any such accounts, claims or liens if it has reasonable grounds for disputing same and the *Contractor* in these circumstances will only have the right to pay or settle such accounts, claims or liens in such manner as in its opinion, will not prejudice the *Subcontractor's* right to dispute same.

PART 4 ALLOWANCES

SCC 4.1 CASH ALLOWANCES

- 4.1.1 The *Subcontract Price* includes the cash allowances, if any, stated in the *Subcontract Documents*. The scope of the *Subcontract Work* or costs included in such cash allowances shall be as described in the *Subcontract Documents*.

- 4.1.2 The *Subcontract Price*, and not the cash allowances, includes the *Subcontractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Contractor*.
- 4.1.4 Where the actual cost of the *Subcontract Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Contractor's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Subcontract Price* for overhead and profit. Only where the actual cost of the *Subcontract Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Subcontractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Subcontract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Subcontract Price* by *Change Order* without any adjustment for the *Subcontractor's* overhead and profit on such amount.

PART 5 PAYMENT

SCC 5.1 APPLICATIONS FOR PAYMENT

- 5.1.1 Applications for payment on account as provided in Article 6 of the Subcontract Agreement – PAYMENT shall be submitted monthly to the *Contractor* as the *Subcontract Work* progresses.
- 5.1.2 The *Subcontractor* shall submit to the *Contractor*, at least 20 calendar days before the first application for payment, a schedule of values for the parts of the *Subcontract Work*, aggregating the total amount of the *Subcontract Price*, so as to facilitate evaluation of applications for payment.
- 5.1.3 The schedule of values shall be made out in such form as specified in the *Subcontract* and supported by such evidence as the *Contractor* may reasonably require.
- 5.1.4 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.1.5 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Subcontractor* as to the distribution made of the amounts previously received using document CCDC 9B 'Statutory Declaration'.
- 5.1.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Subcontract Work* shall be supported by such evidence as the *Contractor* may reasonably require to establish the value and delivery of the *Products*.

SCC 5.2 DEFERRED WORK

- 5.2.1 If because of climatic or other conditions reasonably beyond the control of the *Subcontractor*, or if the *Contractor* and the *Subcontractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Subcontract Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Contractor* on account thereof, but the *Contractor* may withhold, until the remaining portion of the *Subcontract Work* is finished, only such an amount that the *Contractor* determines is sufficient and reasonable to cover the cost of performing such deferred *Subcontract Work*.
- 5.2.2 The provisions of SCC 5.2 – DEFERRED WORK shall be effective only when the applicable lien legislation permits the release of any portion of the *Subcontract Price* which has been withheld by way of holdback under the conditions contemplated herein.

SCC 5.3 NON-CONFORMING WORK

- 5.3.1 No payment by the *Contractor* under the *Subcontract* nor partial or entire use or occupancy of the *Subcontract Work* by the *Contractor* shall constitute an acceptance of any portion of the *Subcontract Work* or *Products* which are not in accordance with the requirements of the *Subcontract Documents*.

PART 6 CHANGES IN THE SUBCONTRACT WORK

SCC 6.1 CONTRACTOR'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Contractor*, without invalidating the *Subcontract*, may make:
- .1 changes in the *Subcontract Work* consisting of additions, deletions or other revisions to the *Subcontract Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Subcontract Time* for the *Subcontract Work*, or any part thereof, by *Change Order*.

6.1.2 The *Subcontractor* shall not perform a change in the *Subcontract Work* without a *Change Order* or a *Change Directive*.

SCC 6.2 CHANGE ORDER

6.2.1 When a change in the *Subcontract Work* is proposed or required, the *Contractor* shall provide the *Subcontractor* with a written description of the proposed change in the *Subcontract Work*. The *Subcontractor* shall promptly present to the *Contractor*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Subcontract Price*, if any, and the adjustment in the *Subcontract Time*, if any, for the proposed change in the *Subcontract Work*.

6.2.2 When the *Contractor* and the *Subcontractor* agree to the adjustments in the *Subcontract Price* and *Subcontract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

SCC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Contractor* requires the *Subcontractor* to proceed with a change in the *Subcontract Work* prior to the *Contractor* and the *Subcontractor* agreeing upon the corresponding adjustment in *Subcontract Price* and *Subcontract Time*, the *Contractor* shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Subcontract Work* which is within the general scope of the *Subcontract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Subcontract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Subcontractor* shall proceed promptly with the change in the *Subcontract Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Subcontract Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Subcontract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Subcontractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

- .1 If the change results in a net increase in the *Subcontractor's* cost, the *Subcontract Price* shall be increased by the amount of the net increase in the *Subcontractor's* cost, plus the *Subcontractor's* percentage fee on such net increase.
- .2 If the change results in a net decrease in the *Subcontractor's* cost, the *Subcontract Price* shall be decreased by the amount of the net decrease in the *Subcontractor's* cost, without adjustment for the *Subcontractor's* percentage fee.
- .3 The *Subcontractor's* fee shall be as specified in the *Subcontract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- .1 rates that are listed in the schedule or as agreed by the *Contractor* and the *Subcontractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Subcontractor*;
 - (2) the *Subcontractor's* personnel when stationed at the field office;
 - (3) the *Subcontractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - (4) the *Subcontractor's* office personnel engaged in a technical capacity, or other personnel identified in the *Subcontract Documents* for the time spent in the performance of the *Subcontract Work*.

Products, Construction Equipment and Temporary Work

- .2 cost of all *Products* including cost of transportation thereof;
- .3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Subcontractor*;
- .4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- .5 cost of all equipment and services required for the *Subcontractor's* field office;

Sub-Subcontract

- .6 Sub-subcontract amounts with pricing mechanism approved by the *Contractor*;

Others

- .7 travel and subsistence expenses of the *Subcontractor's* personnel described in paragraph 6.3.7.1;
- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Subcontractor*;

- .9 cost of quality assurance such as independent inspection and testing services;
- .10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .11 royalties, patent licence fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Subcontractor's* obligations to indemnify the *Contractor* as provided in paragraph 10.3.1 of SCC 10.3 – PATENT FEES;
- .12 premium for all contract securities and insurance for which the *Subcontractor* is required, by the *Subcontract Documents*, to provide, maintain and pay in relation to the performance of the *Subcontract Work*;
- .13 losses and expenses sustained by the *Subcontractor* for matters which are the subject of insurance under the policies prescribed in SCC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- .14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Subcontract Work* for which the *Subcontractor* is liable;
- .15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- .16 cost for removal and disposal of waste products and debris;
- .17 legal costs, incurred by the *Subcontractor*, in relation to the performance of the *Subcontract Work* provided that they are not:
 - (1) relating to a dispute between the *Contractor* and the *Subcontractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Subcontractor*, or
 - (3) the result of a breach of this *Subcontract* by the *Subcontractor*;
- .18 cost of auditing when requested by the *Contractor*; and
- .19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 6.3.8 Notwithstanding any other provisions contained in the Subcontract Conditions of the *Subcontract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Subcontractor* to exercise reasonable care and diligence in the *Subcontractor's* attention to the *Subcontract Work*. Any cost due to failure on the part of the *Subcontractor* to exercise reasonable care and diligence in the *Subcontractor's* performance of the *Subcontract Work* attributable to the *Change Directive* shall be borne by the *Subcontractor*.
- 6.3.9 The *Subcontractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Subcontract Work* attributable to the *Change Directive* and shall provide the *Contractor* with copies thereof.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Contractor* shall be afforded reasonable access to all of the *Subcontractor's* pertinent documents related to the cost of performing the *Subcontract Work* attributable to the *Change Directive* and for this purpose the *Subcontractor* shall preserve such records for a period of one year from the date of *Ready-for-Takeover* or as specified in the *Subcontract Documents*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Subcontract Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Contractor* and the *Subcontractor* do not agree on the proposed adjustment in the *Subcontract Time* attributable to the change in the *Subcontract Work*, or the method of determining it, the disagreement shall be referred to Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION.
- 6.3.13 When the *Contractor* and the *Subcontractor* reach agreement on the adjustment to the *Subcontract Price* and to the *Subcontract Time*, this agreement shall be recorded in a *Change Order*.

SCC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Contractor* or the *Subcontractor* discover conditions at the *Place of the Work* which are:
 - .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Subcontract Work* and differ materially from those indicated in the *Subcontract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Subcontract Documents*,
 then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 3 *Working Days* after first observance of the conditions.
- 6.4.2 The *Contractor* shall promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Subcontractor's* cost or time to perform the *Subcontract Work*, the *Contractor* shall issue appropriate instructions for a change in the *Subcontract Work* as provided in SCC 6.2 – CHANGE ORDER or SCC 6.3 – CHANGE DIRECTIVE.

- 6.4.3 If the *Contractor* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Subcontract Price* or the *Subcontract Time* is justified, the *Contractor* shall promptly inform the *Subcontractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of SCC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, SCC 9.3 – ARTIFACTS AND FOSSILS and SCC 9.5 – MOULD.

SCC 6.5 DELAYS

- 6.5.1 If the *Subcontractor* is delayed in the performance of the *Subcontract Work* by the *Owner*, the *Consultant*, the *Contractor*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Subcontract Documents*, then the *Subcontract Time* shall be extended for such reasonable time as the *Contractor* and the *Subcontractor* shall agree that the *Subcontract Work* was delayed. The *Subcontractor* shall be reimbursed by the *Contractor* for reasonable costs incurred by the *Subcontractor* as the result of such delay.
- 6.5.2 If the *Subcontractor* is delayed in the performance of the *Subcontract Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Subcontractor* or any person employed or engaged by the *Subcontractor* directly or indirectly, then the *Subcontract Time* shall be extended for such reasonable time as the *Contractor* and the *Subcontractor* shall agree that the *Subcontract Work* was delayed. The *Subcontractor* shall be reimbursed by the *Contractor* for reasonable costs incurred by the *Subcontractor* as the result of such delay.
- 6.5.3 If the *Subcontractor* is delayed in the performance of the *Subcontract Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Subcontractor* is a member or to which the *Subcontractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Subcontractor's* control other than one resulting from a default or breach of *Subcontract* by the *Subcontractor*,
- then the *Subcontract Time* shall be extended for such reasonable time as the *Contractor* and the *Subcontractor* shall agree that the *Subcontract Work* was delayed. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Subcontractor* agrees to a shorter extension. The *Subcontractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant*, the *Contractor*, or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Contractor* not later than 7 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under SCC 2.1 – SUPPLEMENTAL INSTRUCTIONS, then no request for extension shall be made because of failure of the *Contractor* to furnish instructions until 14 *Working Days* after demand for such instructions has been made.

SCC 6.6 CLAIMS FOR A CHANGE IN SUBCONTRACT PRICE

- 6.6.1 If the *Subcontractor* intends to make a claim for an increase to the *Subcontract Price*, or if the *Contractor* intends to make a claim against the *Subcontractor* for a credit to the *Subcontract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the other party a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the other party may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The responding party shall reply by *Notice in Writing* within 10 *Working Days* after receipt of the claim, or within such other time period as may be agreed by the parties.

- 6.6.6 If such reply is not acceptable to the party making the claim, the claim shall be settled in accordance with Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

SCC 7.1 CONTRACTOR'S RIGHT TO PERFORM THE SUBCONTRACT WORK, TERMINATE THE SUBCONTRACTOR'S RIGHT TO CONTINUE WITH THE SUBCONTRACT WORK OR TERMINATE THE SUBCONTRACT

- 7.1.1 If the *Subcontractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Subcontractor's* insolvency, or if a receiver is appointed because of the *Subcontractor's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Subcontractor's* right to continue with the *Subcontract Work*, by giving the *Subcontractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Subcontractor* neglects to perform the *Subcontract Work* properly or otherwise fails to comply with the requirements of the *Subcontract* to a substantial degree, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, give the *Subcontractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Subcontract*, that the *Subcontractor* is in default of the *Subcontractor's* contractual obligations and instruct the *Subcontractor* to correct the default in the 3 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 3 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Subcontractor* shall be in compliance with the *Contractor's* instructions if the *Subcontractor*:
- .1 commences the correction of the default within the specified time,
 - .2 provides the *Contractor* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Subcontract* terms and with such schedule.
- 7.1.4 If the *Subcontractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Contractor* may have, the *Contractor* may by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Subcontractor* for the *Subcontract Work*, or
 - .2 terminate the *Subcontractor's* right to continue with the *Subcontract Work* in whole or in part or terminate the *Subcontract*.
- 7.1.5 If the *Contractor* terminates the *Subcontractor's* right to continue with the *Subcontract Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Contractor* shall be entitled to:
- .1 take possession of the *Subcontract Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Subcontract Work* by whatever method the *Contractor* may consider expedient, but without undue delay or expense,
 - .2 withhold further payment to the *Subcontractor* until a final certificate for payment is issued,
 - .3 charge the *Subcontractor* the amount by which the full cost of finishing the *Subcontract Work* and a reasonable allowance to cover the cost of corrections to work performed by the *Subcontractor* that may be required under SCC 12.3 – WARRANTY, exceeds the unpaid balance of the *Subcontract Price*; however, if such cost of finishing the *Subcontract Work* is less than the unpaid balance of the *Subcontract Price*, the *Contractor* shall pay the *Subcontractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Subcontractor* the amount by which the cost of corrections to the *Subcontractor's* work under SCC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Subcontractor* the difference.
- 7.1.6 The *Subcontractor's* obligation under the *Subcontract* as to quality, correction and warranty of the work performed by the *Subcontractor* up to the time of termination shall continue in force after such termination of the *Subcontract*.

SCC 7.2 SUBCONTRACTOR'S RIGHT TO SUSPEND THE SUBCONTRACT WORK OR TERMINATE THE SUBCONTRACT

- 7.2.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Subcontractor* may, without prejudice to any other right or remedy the *Subcontractor* may have, terminate the *Subcontract* by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Subcontract Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Subcontractor* or of anyone directly or indirectly employed or engaged by the *Subcontractor*, the *Subcontractor* may, without prejudice to any other right or remedy the *Subcontractor* may have, terminate the *Subcontract* by giving the *Contractor Notice in Writing* to that effect.

- 7.2.3 The *Subcontractor* may give *Notice in Writing* to the *Contractor* that the *Contractor* is in default of the *Contractor's* contractual obligations if:
- .1 the *Contractor* fails to pay the *Subcontractor* in accordance with the time for payment stated in Article 6 of the Subcontract Agreement – PAYMENT, or
 - .2 the *Contractor* fails to comply with the requirements of the *Subcontract* to a substantial degree.
- 7.2.4 The *Subcontractor's* *Notice in Writing* to the *Contractor* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Subcontractor* may, without prejudice to any other right or remedy the *Subcontractor* may have, suspend the *Subcontract Work* or terminate the *Subcontract*.
- 7.2.5 If the *Subcontractor* terminates the *Subcontract* by giving a *Notice in Writing* to the *Contractor* under the conditions set out above, the *Subcontractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Subcontractor* may have sustained as a result of the termination of the *Subcontract*.

PART 8 DISPUTE RESOLUTION

SCC 8.1 INTERPRETATION AND INSTRUCTION OF THE CONTRACTOR

- 8.1.1 The *Contractor*, in the first instance, shall decide on questions arising under the *Subcontract* and interpret the requirements therein. Such decisions shall be given in writing. The *Contractor* shall use the *Contractor's* contractual rights and remedies under the *Subcontract* to enforce its faithful performance by both parties hereto.
- 8.1.2 Differences between the parties to the *Subcontract* as to the interpretation, application or administration of the *Subcontract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by decisions of the *Contractor* as provided in paragraph 8.1.1, shall be settled in accordance with the requirements of Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION.
- 8.1.3 If a dispute is not resolved promptly, the *Contractor* shall give instructions for the proper performance of the *Subcontract Work* and to prevent delays pending settlement of the dispute. The *Subcontractor* shall act immediately according to such instructions, it being understood that by so doing the *Subcontractor* will not jeopardize any claim the *Subcontractor* may have. If it is subsequently determined that such instructions were in error or at variance with the *Subcontract Documents*, the *Contractor* shall pay the *Subcontractor* costs incurred by the *Subcontractor* in carrying out such instructions which the *Subcontractor* was required to do beyond what the *Subcontract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Subcontract Work*.

SCC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Subcontract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

SCC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 The *Subcontractor* shall be conclusively deemed to have accepted a decision of the *Contractor* under paragraph 8.1.1 of SCC 8.1 – INTERPRETATION AND INSTRUCTION OF THE CONTRACTOR and to have expressly waived and released the *Contractor* from any claims in respect of the particular matter dealt with in that finding unless, within 7 *Working Days* after receipt of that finding, the *Subcontractor* sends a *Notice in Writing* of dispute to the *Contractor*, which contains the particulars of the matter in dispute and the relevant provisions of the *Subcontract Documents*. The *Contractor* shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Subcontract Documents*.
- 8.3.2 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.3.3 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.1, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing.
- 8.3.4 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to both parties.

- 8.3.5 By giving a *Notice in Writing* to the other party, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.4, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.6 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.5 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.5 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.7 Should the dispute be as between the *Contractor* and the *Subcontractor* only, arbitration proceedings shall not take place, unless otherwise agreed by the parties, until after the performance or alleged performance of the *Subcontract Work* except:
- .1 when the dispute concerns a payment alleged by the *Subcontractor* to be due; or
 - .2 when either party can show that the matter in dispute requires immediate consideration while evidence which would otherwise be lost is available.
- 8.3.8 Except to the extent that any dispute between the *Contractor* and the *Subcontractor* is a part of or relates to a dispute between the *Owner* and the *Contractor*, all disputes between the *Contractor* and the *Subcontractor* shall be consolidated into a single arbitration.
- 8.3.9 Should any dispute or portion of any dispute between the *Contractor* and the *Subcontractor* relate to a dispute between the *Owner* and the *Contractor*, such dispute or portion thereof as between the *Contractor* and *Subcontractor* shall be disposed of at the same time in the same proceedings and by the same arbitral panel as is appointed to resolve the dispute between the *Owner* and the *Contractor*, provided that the agreement between the *Owner* and the *Contractor* permits such resolution.
- 8.3.10 Should no Project Mediator have been appointed by the parties to the *Prime Contract*, and if no mediator is agreed to between the parties within 5 calendar days of a mediator being required under paragraph 8.3.3, the provisions of paragraphs 8.3.3 and 8.3.4 shall be inapplicable and the notice required under paragraph 8.3.5 shall be given within 10 *Working Days* after the receipt of the *Contractor's Notice in Writing* of reply under paragraph 8.3.1.

SCC 8.4 RETENTION OF RIGHTS

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of SCC 8.1 – INTERPRETATION AND INSTRUCTION OF THE CONTRACTOR.
- 8.4.2 Nothing in Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.5 of SCC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

SCC 9.1 PROTECTION OF SUBCONTRACT WORK AND PROPERTY

- 9.1.1 The *Subcontractor* shall protect the *Subcontract Work* and shall take all reasonable precautions to protect the *Work* and others' work and property during the performance of the *Subcontract Work*.
- 9.1.2 Before commencing any work, the *Subcontractor*, in collaboration with the *Contractor*, shall determine the location of all underground utilities and structures indicated in the *Subcontract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 The *Contractor* shall be responsible for the overall protection of the *Work*. If the *Subcontract Work*, the *Work* or others' work and property is damaged, the *Contractor* shall assess the responsibility for, extent of and value of such damage and if there is any disagreement to the *Contractor's* assessment, the dispute shall be resolved in accordance with Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION.

SCC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 The *Contractor* shall inform the *Subcontractor* of all steps taken by the *Owner*, in accordance with the applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Subcontractor* commencing the *Subcontract Work*.
- 9.2.2 If the *Subcontractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or

- .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Subcontractor* or anyone for whom the *Subcontractor* is responsible and which were not disclosed by the *Contractor* or which were disclosed but have not been dealt with by the *Contractor* or the *Owner* in accordance with applicable legislation related to toxic and hazardous substances, the *Subcontractor* shall
 - .3 take all reasonable steps, including stopping the *Subcontract Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Contractor* in writing.
- 9.2.3 If the *Contractor* and the *Subcontractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Subcontractor* or anyone for whom the *Subcontractor* is responsible, the *Contractor* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Contractor* and the *Subcontractor*.
- 9.2.4 If the *Contractor* and the *Subcontractor* agree or if the expert referred to in paragraph 9.2.3 determines that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Subcontractor* or anyone for whom the *Subcontractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all reasonable and necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work*;
 - .2 reimburse the *Subcontractor* for the costs of all steps taken pursuant to paragraph 9.2.2;
 - .3 extend the *Subcontract Time* for such reasonable time in consultation with the *Subcontractor* and the expert referred to in 9.2.3 and reimburse the *Subcontractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Subcontractor* as required by SCC 13.1 – INDEMNIFICATION.
- 9.2.5 If the *Contractor* and the *Subcontractor* agree or if the expert referred to in paragraph 9.2.3 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Subcontractor* or anyone for whom the *Subcontractor* is responsible, the *Subcontractor* shall promptly at the *Subcontractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Subcontract Work*, the *Work* or others' work and property as provided in paragraph 9.1.3 of SCC 9.1 – PROTECTION OF SUBCONTRACT WORK AND PROPERTY;
 - .3 reimburse the *Contractor* for reasonable costs incurred under paragraph 9.2.3; and
 - .4 indemnify the *Contractor* as required by SCC 13.1 – INDEMNIFICATION.
- 9.2.6 If either party does not accept the expert's findings under paragraph 9.2.3, the disagreement shall be settled in accordance with Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.4 or 9.2.5 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by SCC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

SCC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Contractor* and the *Subcontractor*, be deemed to be the absolute property of the *Contractor*.
- 9.3.2 The *Subcontractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Contractor* upon discovery of such items.
- 9.3.3 The *Contractor* shall investigate the impact on the *Subcontract Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Subcontractor's* cost or time to perform the *Subcontract Work*, the *Contractor* shall issue appropriate instructions for a change in the *Subcontract Work* as provided in SCC 6.2 – CHANGE ORDER or SCC 6.3 – CHANGE DIRECTIVE.

SCC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Contractor* and the *Subcontractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.2 The *Contractor* and the *Subcontractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.

SCC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *Subcontractor* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Subcontract Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing,
 - .2 the *Contractor* and the *Subcontractor* shall promptly take all reasonable steps, including stopping the *Subcontract Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Contractor* and the *Subcontractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Contractor* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Contractor* and the *Subcontractor*.
- 9.5.2 If the *Contractor* and the *Subcontractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Subcontractor's* operations under the *Subcontract*, the *Subcontractor* shall promptly, at the *Subcontractor's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 make good any damage to the *Subcontract Work*, the *Work* or others' work and property as provided in paragraph 9.1.3 of SCC 9.1 – PROTECTION OF SUBCONTRACT WORK AND PROPERTY,
 - .3 reimburse the *Contractor* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Contractor* as required by SCC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Contractor* and the *Subcontractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Subcontractor's* operations under the *Subcontract*, the *Contractor* shall promptly, at the *Contractor's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 reimburse the *Subcontractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Subcontract Work* as provided in paragraph 9.1.3 of SCC 9.1 – PROTECTION OF SUBCONTRACT WORK AND PROPERTY,
 - .3 extend the *Subcontract Time* for such reasonable time in consultation with the *Subcontractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Subcontractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Subcontractor* as required by SCC 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by SCC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

SCC 10.1 TAXES AND DUTIES

- 10.1.1 The *Subcontract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Contractor* to the *Subcontractor* as stipulated in Article 5 of the *Subcontract Agreement* – SUBCONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Subcontractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Subcontract Price* accordingly.

SCC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Subcontract Work*.
- 10.2.2 The *Subcontractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Subcontract Work* and customarily obtained by subcontractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Subcontract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.3 The *Subcontractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Subcontract Work* and which relate to the *Subcontract Work*, to the preservation of the public health, and to construction safety.
- 10.2.4 The *Subcontractor* shall not be responsible for verifying that the *Subcontract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Subcontract Work*. If the *Subcontract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or

codes which require modification to the *Subcontract Documents*, the *Subcontractor* shall advise the *Contractor* in writing requesting direction immediately upon such variance or change becoming known. The *Contractor* shall issue the changes required to the *Subcontract Documents* as provided in SCC 6.1 – CONTRACTOR’S RIGHT TO MAKE CHANGES, SCC 6.2 – CHANGE ORDER and SCC 6.3 – CHANGE DIRECTIVE.

- 10.2.5 If the *Subcontractor* fails to advise the *Contractor* in writing; fails to obtain direction as required in paragraph 10.2.4; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Subcontractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.6 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Subcontract Work*, either party may submit a claim in accordance with the requirements of SCC 6.6 – CLAIMS FOR A CHANGE IN SUBCONTRACT PRICE.

SCC 10.3 PATENT FEES

- 10.3.1 The *Subcontractor* shall pay the royalties and patent licence fees required for the performance of the *Subcontract*. The *Subcontractor* shall hold the *Contractor* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Subcontractor*’s performance of the *Subcontract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Subcontractor* or anyone for whose acts the *Subcontractor* may be liable.
- 10.3.2 The *Contractor* shall hold the *Subcontractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Subcontractor*’s performance of the *Subcontract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Subcontract*, the physical model, plan or design of which was supplied to the *Subcontractor* as part of the *Subcontract*.

SCC 10.4 WORKERS’ COMPENSATION

- 10.4.1 Prior to commencing the *Subcontract Work*, and again with the *Subcontractor*’s applications for payment, the *Subcontractor* shall provide evidence of compliance with workers’ compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

SCC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of SCC 13.1 – INDEMNIFICATION, the *Subcontractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 ‘CCDC Insurance Requirements’ in effect at the time of bid closing except as hereinafter provided:
- 1 General liability insurance in the name of the *Subcontractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Contractor* as insureds but only with respect to liability, other than legal liability arising out of the *Contractor*’s sole negligence, arising out of the operations of the *Subcontractor* with regard to the *Subcontract Work*. General liability insurance shall be maintained from the date of commencement of the *Subcontract Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover*, as set out in the certificate of *Ready-for-Takeover*, on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - 2 Automobile Liability Insurance from the date of commencement of the *Subcontract Work* until one year after the date of *Ready-for-Takeover*.
 - 3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Subcontract Work*.
 - 4 Contractors’ Equipment Insurance from the date of commencement of the *Subcontract Work* until one year after the date of *Ready-for-Takeover*.
- 11.1.2 The *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 ‘CCDC Insurance Requirements’ in effect at the time of bid closing except as hereinafter provided:
- 1 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include the *Subcontractor* as insured. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Ready-for-Takeover*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and

- (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- 2 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner*, and the *Consultant*. The policy shall include as insured the *Subcontractor*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
- 11.1.3 The “Broad form” property policies shall provide that, in the case of a loss or damage, payment shall be made to the *Contractor* and the *Owner* as their respective interests may appear. In the event of loss or damage:
- 1 the *Contractor* shall act on behalf of the *Subcontractor* and the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Subcontractor* shall proceed to restore the *Subcontract Work*. Loss or damage shall not affect the rights and obligations of either party under the *Subcontract* except that the *Subcontractor* shall be entitled to such reasonable extension of *Subcontract Time* agreed between the *Contractor* and the *Subcontractor* in consideration of the extent of the loss or damage;
 - 2 the *Subcontractor* shall be entitled to receive from the *Contractor*, in addition to the amount due under the *Subcontract*, the amount which the *Contractor*’s interest in restoration of the *Subcontract Work* has been appraised, such amount to be paid as the restoration of the *Subcontract Work* proceeds in accordance with the progress payment provisions. In addition the *Subcontractor* shall be entitled to receive from the payments made by the insurer the amount of the *Subcontractor*’s interest in the restoration of the *Subcontract Work*; and
 - 3 to the *Subcontract Work* arising from the work of the *Contractor* or *Other Subcontractors*, the *Contractor* shall, in accordance with the *Contractor*’s obligations under the provisions relating to construction by the *Contractor* or *Other Subcontractors*, pay the *Subcontractor* the cost of restoring the *Subcontract Work* as the restoration of the *Subcontract Work* proceeds and as in accordance with the progress payment provisions.
- 11.1.4 Prior to commencement of the *Subcontract Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* and the *Subcontractor* shall promptly provide each other with confirmation of coverage that they are responsible for and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Subcontract Work*.
- 11.1.5 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Subcontract*.
- 11.1.6 If the *Subcontractor* fails to provide or maintain insurance as required by the *Subcontract Documents*, then the *Contractor* shall have the right to provide and maintain such insurance and give evidence to the *Subcontractor*. The *Subcontractor* shall pay the cost thereof to the *Contractor* on demand or the *Contractor* may deduct the cost from the amount which is due or may become due to the *Subcontractor*.
- 11.1.7 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.8 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Subcontractor*’s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.9 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Contractor* may request the increased coverage from the *Subcontractor* by way of a *Change Order*.
- 11.1.10 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

SCC 12.1 READY-FOR-TAKEOVER

- 12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are as specified in the *Prime Contract Documents*.
- 12.1.2 If any prerequisites set forth in the *Prime Contract Documents* must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.
- 12.1.3 The provision of SCC 12.1 – READY-FOR-TAKEOVER shall be subject to SCC 12.2 – EARLY OCCUPANCY BY THE OWNER.

SCC 12.2 EARLY OCCUPANCY BY THE OWNER

- 12.2.1 The *Subcontractor* acknowledges that the *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained, that this is subject to agreement as between the *Owner* and the *Contractor*, and that the agreement of the *Contractor* shall not be unreasonably withheld.

- 12.2.2 Prior to making the agreement with the *Owner* as described in paragraph 12.2.1, the *Contractor* shall consult with and obtain the agreement of the *Subcontractor*, such agreement by the *Subcontractor* shall not be unreasonably withheld.
- 12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
 - .2 The *Subcontractor* shall cease to be liable for the care of such part of the *Subcontract Work* completed or otherwise being used as from this date.
 - .3 The warranty period specified in paragraph 12.3.1 of SCC 12.3 – WARRANTY for that part of the *Subcontract Work* completed or otherwise being used shall start from the date on which it is occupied.
- 12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of SCC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Subcontractor's* responsibility to complete the *Subcontract Work* in a timely manner.

SCC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6 and subject to paragraph 12.2.3.3 of GC 12.2 – EARLY OCCUPANCY BY THE OWNER, the warranty period under the *Subcontract* is one year from the date when *Ready-for-Takeover* has been attained.
- 12.3.2 The *Subcontractor* shall be responsible for the proper performance of the *Subcontract Work* to the extent that the design and *Subcontract Documents* permit such performance.
- 12.3.3 The *Contractor* shall promptly give the *Subcontractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Subcontractor* shall correct promptly, at the *Subcontractor's* expense, defects or deficiencies in the *Subcontract Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Subcontractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Subcontract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Subcontractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

PART 13 INDEMNIFICATION AND WAIVER

SCC 13.1 INDEMNIFICATION

- 13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Contractor* and the *Subcontractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Subcontract*, provided such claims are:
- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
 - (2) a failure of the party to the *Subcontract* from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Subcontract*.
- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Contractor* and the *Subcontractor* for which insurance is to be provided by either party pursuant to SCC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Contractor* and the *Subcontractor* for which insurance is not required to be provided by either party in accordance with SCC 11.1 – INSURANCE, the greater of the *Subcontract Price* as recorded in Article 5 – SUBCONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.

- .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Contractor* and the *Subcontractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in SCC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 13.1.5 The *Contractor* shall indemnify and hold harmless the *Subcontractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of SCC 10.3 – PATENT FEES, and
 - .2 arising out of the *Subcontractor*'s performance of the *Subcontract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Contractor* or the *Subcontractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

SCC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Subcontractor* waives and releases the *Contractor* from all claims which the *Subcontractor* has or reasonably ought to have knowledge of that could be advanced by the *Subcontractor* against the *Contractor* under the *Subcontract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Subcontractor* no later than 10 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 15 calendar days following the *Ready-for-Takeover* date, whichever is later;
 - .2 indemnification for claims advanced against the *Subcontractor* by third parties for which a right of indemnification may be asserted by the *Subcontractor* against the *Contractor* pursuant to the provisions of this *Subcontract*;
 - .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Subcontractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of SCC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Subcontractor* waives and releases the *Contractor* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Subcontractor* within 390 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Subcontractor* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Subcontractor* under the *Subcontract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Subcontractor* from the *Contractor* no later than 15 calendar days following the *Ready-for-Takeover* date;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Subcontractor* pursuant to the provisions of this *Subcontract*;
 - .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Contractor* against the *Subcontractor* pursuant to the provisions of paragraph 13.1.4 of SCC 13.1 – INDEMNIFICATION;
 - .4 damages arising from the *Subcontractor*'s actions which result in substantial defects or deficiencies in the *Subcontract Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Subcontract Work* which affect the *Subcontract Work* to such an extent or in such a manner that a significant part or the whole of the *Subcontract Work* is unfit for the purpose intended by the *Subcontract Documents*;
 - .5 claims arising pursuant to SCC 12.3 – WARRANTY; and

.6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.

- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Subcontract Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Contractor* waives and releases the *Subcontractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Subcontractor* from the *Contractor* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Contractor* waives and releases the *Subcontractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Contractor* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Contractor* against the *Subcontractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under SCC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Subcontractor* from the *Contractor* within 390 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 “*Notice in Writing* of claim” as provided for in SCC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of SCC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Subcontract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in SCC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in SCC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

APPENDIX A: SUBCONTRACT SUPPLEMENTARY CONDITIONS

The form of subcontract for this *Project* will be the Standard Construction Document, CCA 1-2021, Stipulated Price Subcontract, endorsed by the Canadian Construction Association.

The Standard Construction Document, CCA 1-2021, Stipulated Price Subcontract, shall be amended as set out in these Supplementary Conditions.

Where any Article, Definition, or Subcontract Condition is modified or any paragraph, subparagraph or sentence thereof is modified or deleted by these Supplementary Conditions, the unaltered portions shall remain in effect.

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

ARTICLE 1B WORK TO BE PERFORMED

Article 1B – Delete Article 1B in its entirety.

ARTICLE 2A CONFLICT BETWEEN THE PRIME CONTRACT AND SUBCONTRACT

Article 2A – In the third line of paragraph 2.1 change the word “contractor” to “construction manager”.

ARTICLE 2B CONFLICT BETWEEN THE PRIME CONTRACT AND SUBCONTRACT

Article 2B – Delete Article 2B in its entirety.

ARTICLE 3B SUBCONTRACT DOCUMENTS

Article 3B – Delete Article 3B in its entirety.

ARTICLE 4 SCHEDULE

4.1.4 – Add new subparagraph 4.1.4 as follows:

“4.1.4 Time is of the essence, and the *Subcontractor* will take whatever action is required to maintain the Schedule. This shall include but not be limited to extra labour forces and equipment and overtime as required.”

ARTICLE 6 PAYMENT

6.2 – Add the following to the end of the paragraph:

“The applications for payment or invoices shall be in a format acceptable to the *Contractor*. Where the *Contractor* or the *Consultant* makes any changes to the applications for payment, the *Subcontractor* shall revise their application for payment or invoice to reflect such changes. Payments will not be due and payable until such revised applications for payment or invoices are submitted to the *Contractor*.”

6.3 – Delete paragraph 6.3 in its entirety and replace with the following:

“6.3 In the event that the *Consultant* fails to issue any certificate upon which payment shall become payable to the *Contractor* or the *Owner* fails to make a payment within the times prescribed in the *Prime Contract*, the time for payment provided for in paragraph 6.2 of this Article shall be extended for ninety (90) calendar days from that otherwise provided for in paragraph 6.2 of this Article and the amount of the payment so suspended shall be deemed to be a holdback authorized pursuant to the terms of this *Subcontract* and shall be payable at the time provided for in this paragraph.”

6.6 – Add new paragraph 6.6 as follows:

“6.6 Payments will not be due and payable until all required documents, including but not limited to, this *Subcontract*, any agreed upon contract security, statutory declarations, certificates of insurance, Workers’ Compensation Boards letters of clearance, safety documentation required pursuant to SCC 9.4 CONSTRUCTION SAFETY and Appendix B, LEED documentation if applicable and any other documents required under this *Subcontract*, are provided to the *Contractor* in the format requested and, if required, fully executed by the *Subcontractor*.”

DEFINITIONS

Ready-for-Takeover

Delete the definition in its entirety.

Total Completion of the Work

Add the following new definition after the definition of Temporary Work:

“*Total Completion of the Work* means completion of all work required by the *Subcontract*. This includes reaching Substantial Completion and finishing all other remaining work, such as correcting deficiencies, completing seasonal work, and submitting required closeout documentation and materials. All work and closeout submissions are subject to acceptance by the *Consultant* and/or the *Contractor* to be considered complete. Note that Total Completion does not include the warranty period or any extended warranties.”

SUBCONTRACT CONDITIONS

PART 1 GENERAL PROVISIONS

SCC 1.1 SUBCONTRACT DOCUMENTS

SCC 1.1.5 – Add new subparagraph 1.1.5.7 as follows:

“1.1.5.7 Should the order of priority of documents as detailed in subparagraphs 1.1.5.1 or 1.1.5.2, whichever is applicable, be in conflict with the order of priority of documents as detailed in the *Prime Contract*, then the order of priority of documents as detailed in the *Prime Contract* shall prevail.”

PART 3 EXECUTION OF THE SUBCONTRACT WORK

SCC 3.3 SUPERVISION

SCC 3.3 – Add new paragraph 3.3.3 as follows:

“3.3.3 The *Contractor* may require, in writing, the *Subcontractor* to remove and replace any person employed by the *Subcontractor* or a *Sub-Subcontractor* from performing any part of the *Subcontract Work*, who, in the *Contractor*’s opinion, acting reasonably, is not qualified to perform the job to which he or she has been assigned, is not following any applicable provision of the *Subcontract* or other policies and procedures imposed on the *Project* by the *Owner* or the *Contractor*, has acted carelessly or recklessly at the *Work Site*, poses a threat to health and safety or whose continued involvement in the *Project* is not in the best interests of the *Project*. In the event of such removal, the *Subcontractor* shall ensure that the removed person is replaced immediately without any delays to the *Subcontract Work*.”

SCC 3.5 SHOP DRAWINGS

SCC 3.5.7 – Add new paragraph 3.5.7 as follows:

“3.5.7 Where an engineer’s stamp is required for any *Shop Drawings*, the *Shop Drawings* shall be stamped by a registered engineer. The *Subcontractor* shall ensure that the registered engineer engaged by them for this purpose has a minimum of \$1,000,000 of professional liability/errors and omissions insurance coverage in place. The *Subcontractor* shall provide evidence of such insurance coverage to the *Contractor* upon request by the *Contractor*.”

PART 6 CHANGES IN THE SUBCONTRACT WORK

SCC 6.2 CHANGE ORDER

SCC 6.2.3 – Add new paragraph 6.2.3 as follows:

“6.2.3 Upon receipt of a *Change Order*, the *Subcontractor* shall have a period of ten (10) calendar days to expressly reject the *Change Order* in writing. If the *Subcontractor* does not provide written rejection within this timeframe, or if the *Subcontractor* commences any work detailed in the *Change Order*, the *Subcontractor* shall be deemed to have accepted the *Change Order* in full, regardless of whether a signed copy of the *Change Order* has been returned to the *Contractor*.”

SCC 6.3 CHANGE DIRECTIVE

SCC 6.3.7.20 – Add new subparagraph 6.3.7.20 as follows:

“.20 Notwithstanding the costs attributable to the *Change Directive* as detailed in subparagraphs 6.3.7.1 to 6.3.7.19, such costs are only reimbursable to the *Subcontractor* upon approval by the *Consultant*. The *Subcontractor* is bound by the *Consultant*’s ruling in this regard.”

SCC 6.3.10 – Delete the words “*Ready-for-Takeover*” from paragraph 6.3.10 and replace with “*Total Completion of the Work*”.

SCC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SCC 6.4.2 – Add the following to the end of the paragraph:

“Issuance of a CHANGE ORDER or CHANGE DIRECTIVE as referred to in this paragraph is subject to the approval of the *Consultant*. The *Subcontractor* is bound by the *Consultant*’s ruling in this regard.”

SCC 6.5 DELAYS

SCC 6.5.1 – Delete paragraph 6.5.1 in its entirety and replace with the following:

“6.5.1 If the *Subcontractor* is delayed in the performance of the *Subcontract Work* by an act or omission of the *Contractor*, contrary to the provisions of the *Subcontract Documents*, then the *Subcontract Time* shall be extended for such reasonable substantiated time as the *Contractor* and *Subcontractor* shall agree that the *Subcontract Work* was delayed. The *Subcontractor* shall be reimbursed by the *Contractor* for reasonable substantiated costs incurred by the *Subcontractor* as a result of such delay. If the *Subcontractor* is delayed in the performance of the *Subcontract Work* by an act or omission of the *Owner* or *Consultant*, contrary to the provisions of the *Subcontract Documents*, the *Contractor* shall submit the *Subcontractor*’s claim for extension of the *Subcontract Time* and additional costs to the *Consultant* for approval. The *Subcontractor* will only be reimbursed for costs approved by the *Consultant* and paid by the *Owner*.”

Add new heading SCC 6.7 DELAYS BY SUBCONTRACTOR

SCC 6.7.1 – Add new paragraph 6.7.1 as follows:

- “6.7.1 The *Contractor* is entitled to claim against the *Subcontractor*, or set-off against any compensation owing to the *Subcontractor*, a reduction of the *Subcontract Price* for any delays to the *Contractor’s* work caused by the *Subcontractor*, including but not limited to delays attributable to the following:
- .1 late shop drawing submissions or delays due to additional revisions being necessary due to the *Subcontractor’s* error;
 - .2 lack of sufficient personnel or supervision at the *Work Site* to complete the *Subcontract Work*;
 - .3 missed flights by the *Subcontractor’s* personnel;
 - .4 lack of sufficient materials or tools at the *Work Site* to complete the *Subcontract Work*;
 - .5 late submission of operations and maintenance (O&M) documentation;
 - .6 delayed submission of pricing for proposed changes to the *Subcontract Work*;
 - .7 delayed rectification of defects or deficiencies in the *Subcontractor Work*; and
 - .8 delayed response to correspondence in a reasonable time.”

PART 9 PROTECTION OF PERSONS AND PROPERTY

SCC 9.4 CONSTRUCTION SAFETY

SCC 9.4.3 – Add new paragraph 9.4.3 as follows:

- “9.4.3 The *Subcontractor* agrees to abide by the Safety Absolutes Policy and Subtrade Safety Requirements as detailed in Appendix B.”

PART 10 GOVERNING REGULATIONS

SCC 10.1 TAXES AND DUTIES

SCC 10.1.2 – Delete paragraph 10.1.2 in its entirety and replace with the following:

- “10.1.2 Any changes in costs to the *Subcontractor* due to changes in taxes and duties after the time of the bid closing shall be calculated as per the Taxes and Duties section of the *Prime Contract*. If these calculations result in an increase, the *Subcontractor* will receive a corresponding adjustment to the *Subcontract Price* provided it submits satisfactory supporting documentation proving the increase. Similarly, if there is a decrease in taxes and duties, the *Subcontractor* shall pay the *Contractor* the difference between the *Subcontract Price* and the reduced amount.”

PART 11 INSURANCE

SCC 11.1 INSURANCE

SCC 11.1.1 – Delete the words “*Ready-for-Takeover*” from subparagraphs 11.1.1.1, 11.1.1.2, and 11.1.1.4, and replace with “*Total Completion of the Work*”.

SCC 11.1.2 – Add the following words to the end of subparagraphs 11.1.2.1(1) and 11.1.2.2 after the words “*Ready-for-Takeover*”:

“as defined in the *Prime Contract*.”

SCC 11.1.11 – Add new paragraph 11.1.11 as follows:

“11.1.11 The *Subcontractor* agrees to abide by all warranties contained in the “Broad form” property insurance policy referred to in paragraph 11.1.2 as advised by the *Contractor*.”

PART 12 OWNER TAKEOVER

SCC 12.1 READY FOR TAKEOVER

SCC 12.1 – Delete paragraphs 12.1.1, 12.1.2, and 12.1.3 in their entirety and replace with:

“Intentionally left blank”.

SCC 12.2 EARLY OCCUPANCY BY THE OWNER

SCC 12.2 – Delete paragraphs 12.2.1, 12.2.2, 12.2.3, and 12.2.4 in their entirety and replace with the following:

“Intentionally left blank”.

SCC 12.3 WARRANTY

SCC 12.3.1 – Delete paragraph 12.3.1 in its entirety and replace with the following:

“12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Subcontract* is the warranty period as stipulated in the *Prime Contract*.”

SCC 12.3.3 – Delete the words “one year warranty period” from paragraph 12.3.3 and replace them with:

“warranty period as stipulated in the *Prime Contract*”.

SCC 12.3.4 – Delete the words “one year warranty period” from paragraph 12.3.4 and replace them with:

“warranty period as stipulated in the *Prime Contract*”.

SCC 12.3.6 – Delete the words “one year warranty period” from paragraph 12.3.6 and replace them with:

“warranty period as stipulated in the *Prime Contract*”.

PART 13 INDEMNIFICATION AND WAIVER

SCC 13.1 INDEMNIFICATION

SCC 13.1.1 – Delete the words “*Ready-for-Takeover*” from subparagraph 13.1.1.2 and replace with “*Total Completion of the Work*”.

SCC 13.2 WAIVER OF CLAIMS

SCC 13.2.1 – Delete the words “*Ready-for-Takeover*” from paragraph 13.2.1, and subparagraphs 13.2.1.1 and 13.2.1.4 and replace with “*Total Completion of the Work*”.

SCC 13.2.2 – Delete the words “*Ready-for-Takeover*” from paragraph 13.2.2, and subparagraph 13.2.2.2 and replace with “*Total Completion of the Work*”.

SCC 13.2.3 – Delete the words “*Ready-for-Takeover*” from paragraph 13.2.3, and subparagraphs 13.2.3.1 and 13.2.3.6 and replace with “*Total Completion of the Work*”.

SCC 13.2.4 – Delete the words “*Ready-for-Takeover*” from paragraph 13.2.4 and replace with “*Total Completion of the Work*”.

SCC 13.2.5 – Delete the words “*Ready-for-Takeover*” from paragraph 13.2.5, and subparagraph 13.2.5.4 and replace with “*Total Completion of the Work*”.

Add new part PART 14 COUNTERPARTS AND ELECTRONIC DELIVERY

Add new heading SCC 14.1 COUNTERPARTS AND ELECTRONIC DELIVERY

SCC 14.1.1 – Add new paragraph 14.1.1 as follows:

- “14.1.1 This *Subcontract* may be executed in one or more counterparts and may be executed and delivered by electronic mail or other electronic means, and all the counterparts taken together constitute one and the same instrument and is effective when each of the parties has signed a copy of it, whether the same or different copies.”

Add new part PART 15 MODERN SLAVERY, FORCED LABOUR, AND CHILD LABOUR COMPLIANCE

Add new heading SCC 15.1 MODERN SLAVERY, FORCED LABOUR, AND CHILD LABOUR COMPLIANCE

SCC 13.1 – Add new paragraphs 15.1.1, 15.1.2, 15.1.3, 15.1.4, 15.1.5, 15.1.6, and 15.1.7 as follows:

- “15.1.1 The *Subcontractor* warrants and represents that, in performing its obligations under the *Subcontract*, it complies and shall continue to comply with all applicable laws relating to anti-slavery and human trafficking, including but not limited to the Fighting Against Forced Labour and Child Labour in Supply Chains Act (Canada), and all applicable regulations and standards relating to modern slavery, forced labour, and child labour.
- 15.1.2 The *Subcontractor* shall not, directly or indirectly, engage in, facilitate or support forced labour, employment of persons under the minimum legal working age, and any form of coercive employment practices that will contravene the provisions of any applicable legislation.
- 15.1.3 The *Subcontractor* shall implement and maintain appropriate policies, procedures, and controls to prevent modern slavery, forced labour, or child labour in its operations and supply chain.
- 15.1.4 The *Subcontractor* shall promptly notify the *Contractor* of any actual, suspected, or potential violations of this Part and cooperate fully with any audits, investigations, or inquiries conducted by the *Contractor* or its designated representatives.
- 15.1.5 The *Subcontractor* shall ensure that any *Sub-Subcontractors*, vendors, or third parties engaged in connection with the *Subcontract* are subject to obligations substantially similar to those set out in this Part and shall require their compliance with these obligations.
- 15.1.6 Any breach of this Part shall be deemed a material breach of the *Subcontract*, entitling the *Contractor*, at its sole discretion, to suspend, terminate, or take other corrective measures under the *Subcontract*, without prejudice to any other rights or remedies.
- 15.1.7 The *Subcontractor* shall indemnify and hold harmless the *Contractor* from and against any claims, losses, fines, penalties, or damages arising from the *Subcontractor*’s breach of this Part.”

Add new part PART 16 CYBER SECURITY INCIDENT NOTIFICATION

Add new heading SCC 16.1 CYBER SECURITY INCIDENT NOTIFICATION

SCC 16.1.1 – Add new paragraph 16.1.1 as follows:

- “16.1.1 The *Subcontractor* shall notify the *Contractor* in writing within twenty-four (24) hours of becoming aware of any actual or suspected cybersecurity incident or data breach that could affect the *Owner's*, *Contractor's* or *Project* data or operations. If notification within twenty-four (24) hours is not feasible, notice shall be provided within two (2) *Working Days*. The notice shall include a brief description of the incident and any steps taken or planned to address it. The *Subcontractor* shall cooperate with the *Contractor* in investigating and mitigating the incident and shall maintain reasonable cybersecurity safeguards to prevent recurrence.”

MANITOBA JOBS AGREEMENT

Between:

Government of Manitoba,
as represented by the Minister of Public Service Delivery
(Hereinafter called "Manitoba")

of the first part

and

The Building Trades Bargaining Council
(Hereinafter called "BTBC" or "Council")

of the second part on its own behalf

and on behalf of the following Local Unions:

- INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTS WORKERS,
LOCAL 1
- INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2085
 - INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS &
ALLIED WORKERS, LOCAL 99
- INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS, LOCAL 728
- LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 1258
 - UBC MILLWRIGHTS, LOCAL 1443
 - INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
- INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, LOCAL 739
 - OPERATIVE PLASTERERS AND CEMENT MASONS, LOCAL 222
- UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF CANADA, LOCAL 254
- SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, ROOFERS
DIVISION, SHEETERS & DECKERS DIVISION, LOCAL 511
- INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION 979

Each being a trade Union within the meaning of *The Labour Relations Act*
(hereinafter called the "Union")

of the third part:

Effective Date: September 8, 2025

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MANITOBA JOBS AGREEMENT

Between:

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as represented by the Minister of Public Service Delivery
(Hereinafter called "Manitoba")

of the first part

and

The Building Trades Bargaining Council
(Hereinafter called "BTBC" or "Council")

of the second part on its own behalf

and on behalf of the following Local Unions:

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DIVISION, SHEETERS & DECKERS DIVISION, LOCAL 511
- INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION 979

Each being a trade Union within the meaning of *The Labour Relations Act*
(hereinafter called the "Union")

of the third part:

PREAMBLE

WHEREAS Manitoba announced the adoption of the Manitoba Jobs Agreement protocol in its 2025 Budget, intended to facilitate multi-employer and multi-trade collective bargaining of project labour agreements for the purposes stimulating economic growth and equitable employment for Manitobans, and standardizing labour relations for certain Government funded construction projects carried out throughout Manitoba;

AND WHEREAS the Parties recognize the benefit of centralized bargaining and administration of the Manitoba Job Agreement protocol to promote and further the sector-wide interests of workers, unions, and contractors alike;

AND WHEREAS the Parties recognize the industry-wide economic and local community benefits of establishing improved and standardized working conditions and wages for employees working on construction projects that will be governed by the Manitoba Jobs Agreement protocol;

AND WHEREAS the Parties recognize the importance of providing direct economic benefits to the local communities and the importance of developing employment and training equity initiatives for Manitobans;

AND WHEREAS the purpose of this Manitoba Jobs Agreement is to outline the terms and conditions of employment for all workers on the Project, as defined herein, and is intended to promote labour stability, project schedule certainty, skills development, creation of jobs for Manitobans, inclusive workforce participation, and compliance with applicable labour standards during the delivery of the Project.

AND WHEREAS the Affiliate Local Unions have members who are Manitoba residents and competent and qualified to perform the work associated with the Project;

AND WHEREAS the Indigenous peoples of Canada have members who are Manitobans and competent and qualified to perform the work associated with the Project;

AND WHEREAS qualified Contractors have Employees who are Manitoban Union members and non-Union members who are competent and qualified to perform the work associated with the Project;

NOW THEREFORE the Parties mutually agree as follows:

ARTICLE 1 PARTIES AND APPLICATION OF AGREEMENT

- 1.1 Manitoba is charged with the responsibility of the construction of the Project as defined below.
- 1.2 Contractors, including subcontractors, who are contracted to perform work on the Project will be governed by all terms and conditions of this Manitoba Jobs Agreement (MJA) as if a party thereto and each shall sign an appendix under the Construction Manager contract before commencing any onsite work covered by the MJA.
- 1.3 BTBC is composed of Affiliate Local construction trade unions as provided for in the Council's Memorandum of Agreement, dated July 3, 2025, and which will subsequently become its Constitution and By-laws.
- 1.4 The BTBC hold themselves out as having the necessary authority to act as the exclusive and irrevocable agent of the Affiliate Local Unions for the purpose of collective bargaining and administering this MJA on behalf of the members of each of the Affiliate Local Unions.
- 1.5 The Unions agree to be governed by all terms of this MJA and by all lawful settlements of disputes and grievances pursuant thereto.

- 1.6 This MJA will apply, as of the date of execution, to all construction contracts awarded on the Project.

ARTICLE 2 DEFINITIONS

For the purpose of this MJA the following definitions shall apply:

- 2.1 “Affiliate Local Union” or “Union”, as context may require, means construction trade Union which is represented by BTBC for the purposes of this MJA and listed in the MJA as constituents thereof.

During the life this MJA, the BTBC is, in its unfettered discretion, free to add Unions to its membership roster, by separate agreement with those Unions, whether or not those Unions become Affiliate Unions, and to propose an Appendix for that Union in accordance with Article 27.

- 2.2 “Apprentice” means a person engaged in an apprenticeship program as defined by *The Apprenticeship and Certification Act* of Manitoba. Unless otherwise stated in and Appendix, apprenticeship ratios shall be as governed by the applicable regulations under *The Apprenticeship and Certification Act* of Manitoba.

- 2.3 “Appendix” means an appendix or schedule, setting out wages and working conditions for any particular Craft or Trade in accordance with, and as further defined by, Article 27.

- 2.4 “Construction Manager” means the principal, general contractor to whom the Project is awarded.

- 2.5 “Contractor” or “Employer”, wherever this term appears, means a firm or corporation who has been awarded a contract to undertake contracted construction work or services on the Project and is employing Employees as defined herein.

- 2.6 “Council Site Representative” means an individual appointed by BTBC for the purpose of assisting with labour relations matters on the Project, in accordance with Article 12.

- 2.7 “Current Employee” means an individual who:

- a) has been registered with a Union hiring hall for a cumulative period of not less than two (2) weeks prior to that individual’s date of referral to a Contractor; or,
- b) has worked for the Contractor for a cumulative period of not less than two hundred (200) hours within the twelve (12) month period prior to the contract award date (and in the case of a subcontractor, the subcontract award date); or has worked two hundred (200) hours or more for a Contractor who is a participating member of a joint venture formed to bid work on the Project and hence deemed to be a Current Employee of that entity; or
- c) has been hired in accordance with Article 20 of the MJA by a Contractor and as a consequence has worked on the Project for a cumulative period of not less than two hundred (200) hours.

- 2.8 “Employee” means a person employed on the Project by a Contractor in one of the classifications set out in the Appendices and who is not otherwise excluded under the provisions of Article 4.

- 2.9 “Escalation”, except as otherwise noted in Article 27, means the automatic revision and application of the rates of pay for the various classifications and all other applicable provisions included in an Appendix, which will be generally consistent with corresponding provisions in the applicable Reference Agreement as they may change from time to time.

However, if there is a conflict between a provision in the MJA and a provision in a Reference Agreement, the MJA shall prevail.

- 2.9.1 Any new classification or new trade fund introduced in a Reference Agreement shall only be introduced in a corresponding Appendix of this MJA under the Escalation provisions if:
- a) There is mutual agreement by the Parties to introduce the new trade fund or classification; or
 - b) For a new classification only, the provisions of Article 27.2 are followed.
- 2.10 “Equity Hire” means a person or class of persons who is or are generally underrepresented in the workforce, including, but necessarily limited to, Indigenous Persons, women, new comers to Canada, and persons with a disability.
- 2.11 “Funds Administrator” means a third-party administrator as defined in Article 11.1.
- 2.12 “Grievance” means a formal dispute under this MJA as defined in Article 16.
- 2.13 “Hiring Hall Referral” means a person referred by one of the Unions in response to a Job Order under Article 20.
- 2.14 “Indigenous Person or Peoples” has the meaning assigned by the definition aboriginal peoples of Canada in subsection 35(2) of the *Constitution Act, 1982* and when the term Indigenous Person is used it describes a First Nation, Métis and Inuk.
- 2.15 “Job Order” means a formal personnel or workforce request issued by Manitoba, the Construction Manager, and or a Contractor in a form to be agreed upon.
- 2.16 “Manitoba Site Representative” means an individual appointed by Manitoba for the purpose of assisting with labour relations matters on the Project, in accordance with Article 12.
- 2.17 “Party(ies)” means Building Trades Bargaining Council and The Government of Manitoba.
- 2.18 “Project” means the construction of four standardized new K-8 schools within River East Transcona School Division, Pembina Trails School Division, Seven Oaks School Division, and Brandon School Division, respectively, and as set out in Manitoba Public Service Delivery RFP #2025-24-M-P, and its addenda.
- This definition may be expanded upon by mutual agreement of the Parties, in writing.
- 2.19 “Reference Agreement” means a collective agreement being used for reference purposes, specific provisions of which the Parties have agreed will be incorporated in this MJA in the Appendices.
- 2.20 In this Agreement where the masculine gender is used, it shall be considered to include the feminine gender and words imparting the singular shall also include the plural unless the context dictates otherwise; and reference to a Contractor shall be deemed to include a subcontractor, unless the context dictates otherwise.

ARTICLE 3 SAVINGS CLAUSE

- 3.1 All provisions of this MJA are subject to the applicable laws now and/or hereafter in effect. If any law or regulation now existing or hereafter enacted or proclaimed shall invalidate or disallow any portion of this MJA, the entire MJA shall not be invalidated and the existing rights, privileges and other obligations of the Parties shall remain in existence. The Parties shall attempt to agree on a replacement provision. If there is no agreement between the Parties on this issue, the matter shall be resolved by arbitration. In determining wording of the replacement term, the arbitrator shall ensure that the replacement provision resembles as closely as possible the provision it is replacing.

ARTICLE 4 SCOPE AND COVERAGE

- 4.1 Subject to the provisions of Article 4.2, this MJA applies to the Parties and all Employees engaged in contracted onsite construction work associated with the Project and who are employed by Contractors (or their respective subcontractors) who have been awarded contracts by the Construction Manager.
- 4.1.1 The construction work referenced above shall include but not be limited to all trade and craft work required for, and incidental to, the construction of the Project, and any other work the Parties mutually agree should be covered by the MJA.
- 4.2 This MJA shall not apply to:
- a) Project work that is not within the jurisdiction of Manitoba
 - b) Employees of Manitoba
 - c) Engineers and other professional staff, technical staff, inspection staff, administration and office staff, security staff, catering staff and all levels of supervision above the rank of foreman, except as may otherwise be provided in an Appendix.
 - d) Non-continuous work required on heavy construction equipment covering warranty repairs and technical support for maintenance.

ARTICLE 5 NO STRIKE/NO LOCKOUT

- 5.1 The provisions in this Article shall be strictly adhered to by all Contractors and their Employees.
- 5.2 Neither BTBC, nor any representative of BTBC or any of the Affiliate Local Unions, nor any Employee covered by this MJA shall in any way, either directly or indirectly, authorize, encourage, condone, support, participate or engage in any strike, walkout, suspension of work, study session, slowdown or work stoppage of any kind on the part of any Employee or group of Employees during the term of this MJA.
- 5.3 Employers, and representatives of the Employers shall in no way cause or direct any lockout of Employees during the term of this MJA.
- 5.4 BTBC, the Affiliate Local Unions and the Employees shall not authorize, encourage, engage in or condone any picketing on the Project.
- 5.5 If any violation of Article 5.2 occurs, every effort shall be made by BTBC and the Unions to achieve immediate full compliance with Article 5.2. Such action by BTBC and the Unions shall include instructing such Employees to cease the prohibited activities and immediately return to work, if work has ceased, and perform their usual duties and resort to the grievance procedure for the settlement of any complaint. BTBC shall immediately advise the Contractor and the Manitoba Site Representative of the specific steps it has taken in this regard.
- 5.6 If, pursuant to Article 5.5, the Employees do not return to work, Manitoba and the Contractor(s) may proceed to Court of King's Bench to jointly apply for a mandatory injunction requiring a return to work.
- 5.7 An Employee who engages in any of the prohibited activities set out in this Article may be subject to disciplinary action including dismissal and/or other remedies that may be available. Furthermore, if such an Employee does not comply with the instructions from BTBC and Affiliate Local Union to return to work and perform their usual duties they may as a consequence be dismissed. In this event, they shall not be eligible for hire or rehire under this MJA for a period of six (6) months, and their dismissal shall be deemed to be a dismissal for just cause.

- 5.8 The fact that BTBC and/or a Union investigates or deals with an alleged violation of Article 5.2 shall not be deemed to be an acknowledgment by BTBC and/or a Union that Article 5.2 has been violated.

ARTICLE 6 NO CERTIFICATION

- 6.1 The Unions shall not authorize, encourage, engage in or condone any attempts at certification of a Contractor with respect to that Contractor's operations on a construction site covered by the MJA. For clarity, nothing herein is intended to serve as a limitation on the right of BTBC or the Unions from organizing any particular Contractor when not on a construction site covered by the MJA.
- 6.2 Nothing in this MJA shall be deemed to limit the Employer in any way in the exercise of the regular, customary, inherent, statutory, or common law functions of management, including the making of rules relating to operations, provided such rules shall not be inconsistent with the specific terms of this MJA.

ARTICLE 7 ADMINISTRATION MEETINGS

- 7.1 Joint meetings between the officers of BTBC, the designates of Manitoba and the Construction Manager, if mutually agreed by the Parties, shall be held every month or as deemed necessary by mutual agreement of the Parties.
- 7.2 The purpose of meetings will be to discuss and review matters of mutual interest and concern related to labour relations on the Project arising from the application and administration of the MJA. Such topics may include any aspect of the following:
- Tender processes
 - Status of contracts
 - Workforce requirements
 - Equity hiring
 - Training initiatives
 - Reporting requirements

ARTICLE 8 TERM OF AGREEMENT

- 8.1 This MJA shall be effective on the date of signing and shall continue in effect, on a per school basis, until the date of Substantial Performance of the Work for each of the four schools within the Project:
- "Substantial Performance of the Work" has the meaning ascribed to that term as set out in the Construction Management Contract – for Services and Construction, entered into between the Manitoba Construction Manager as a result of the RFP #2025-24-M-P.
- 8.2 The Parties may, by mutual written consent, agree to extend the term of this MJA for application to and governance of other projects which are similar in scope to the Project defined herein.

ARTICLE 9 EQUITY EMPLOYMENT AND WORKFORCE DEVELOPMENT

- 9.1 It is understood and agreed by the Parties that the provision of training, employment opportunities for underrepresented persons, and community benefit is a critical aspect of this MJA. To that end, the Parties agree that in the administration of this MJA, best efforts and special initiatives, as mutually agreed upon, shall be used toward ensuring that Equity Hires and Apprentices are provided employment, training and development opportunities on work covered by this MJA and associated with the construction of the Project.

- 9.2 Pursuant to Article 9.1, the labour outcome targets will be: (i) that ten percent (10%) of overall in-scope work hours are Apprenticeship hours; and (ii) seventy-five percent (75%) of Employers with labour inputs, in an Apprenticeable trade, on the Project will have registered Apprentices.
- 9.3 Pursuant to Article 9.1, the labour outcome targets for Equity Hires will be twenty percent (20%) overall in scope work hours.
- 9.4 Additionally, for the purposes of gathering baseline data to inform potential equity and training objectives and measure outcomes for future projects, the Construction Manager will be responsible for ensuring that the following information is tracked and reported to Manitoba:
- (a) The number of new Apprentices registered in an apprenticeship agreement related to the Project;
 - (b) The number of new Journeyperson certifications issued related to the Project;
 - (c) The number of overall in-scope work hours worked by New Canadians within the following categories: Asylum Claimants, Refugees, Temporary Foreign Workers, and Permanent Residents; and
 - (d) Other information as specified by Manitoba.
- 9.5 Notwithstanding Article 9.1, it is understood and agreed that Articles 9.2 and 9.3 do not otherwise serve to restrict the normal operation of an Affiliate Local Union's hiring hall rules and dispatch protocols. Moreover, no Affiliate Local Union will, by operation of this MJA, be required to accept for membership an Employee whose membership was previously terminated by the Affiliate Local Union, in accordance with its Bylaws and Constitution.
- 9.6 Notwithstanding, Article 9.1, it is also understood and agreed that no Contractor, including the Construction Manager, will, by operation of this MJA be required to hire an Employee who was previously dismissed by that Contractor for just cause, including where the said Employee is hired by way of a sub-contract.

ARTICLE 10 UNION SECURITY

- 10.1 It is agreed and understood by the Parties that membership in or with a Union shall not be a requirement for employment under this MJA.
- 10.2 All Employees who are not members of a Union shall not be required to join a Union but shall be required to pay an amount equal to the amount normally required to be paid by a Union member in respect of applicable Union dues, save and except as follows: when a Union's dues are based on a fixed monthly amount and a variable amount (e.g. % per hour worked) and a non-union Employee works less than twenty (20) hours in a month, only the variable amount shall apply.
- 10.3 All Employees covered by this MJA who are members or who secure membership in the appropriate Affiliate Local Union shall maintain such membership in good standing as a condition of employment.
- 10.4 All Employees performing work under this MJA, whether or not a member of an Affiliate Local Union, shall be represented by the Council and/or the appropriate Affiliate Local Union, which is party to this MJA and recognized by *The Labour Relations Act* of Manitoba (the "Act").
- 10.4.1 Pursuant to Article 10.4, the BTBC may communicate with any Employee on any matter related to the interpretation and application of the MJA and the BCTC, or an Affiliate Local Union or members thereof, shall not discriminate against any Employee who elects not to join a Union. While attending upon a construction site covered by this MJA, Union and Site Representatives will at all times carry identification in a form to be agreed upon.

- 10.5 It is understood and agreed that all Employees covered by this MJA have the opportunity, should they so desire, to seek membership in an Affiliate Local Union.
- 10.6 The Contractor shall not discriminate against any Employee by reason of the Employee's membership in the Affiliate Local Union or participation in lawful Union activities.

ARTICLE 11 DUES, ASSESSMENTS AND FUND CONTRIBUTIONS

11.1 Dues, Assessments and Fund Contributions under this MJA include:

- a) Fund Contributions: The Contractor shall make all required contributions and effect Employee deductions (i.e. payroll deduction) for all Employees for all funds as stipulated in the Appendices or other areas of the MJA, as applicable, including, Health and Welfare, Health Spending Account, RRSP, Trust Funds, Trade Improvement Plans, Training Education Funds, and Industry Promotion Funds, and will be remitted to and administered by a mutually designated third-party, administrator (the "Funds Administrator"), it being understood that the fees charged by the Fund Administrator shall be borne by Manitoba.
- b) Dues, Assessments and Initiation Fees: The Contractor shall make deductions from wages of all Employees in respect of Union dues or service fees equating to Union dues and remittances, and which dues, assessments, and initiation fees shall be remitted directly to the Unions.

When an Employee joins a Union, the Union shall be responsible for obtaining the Employee's written authorization and submitting same to the Contractor detailing the arrangements for payment of initiation fees, if and where applicable, and if such fees are to be collected via payroll deduction.

All deductions and remittances referred to in the MJA shall be in compliance with all provincial and federal legislation and regulations, as the case may be.

- c) BTBC Remittances: BTBC shall advise Manitoba in writing, and in advance of the Project, of its required dues and/or assessments, and, thereafter, any changes thereto. These dues and/or assessments will be paid by the Contractors and remitted directly to the BTBC.
- d) Remittance Reports: The Contractor will be responsible for preparation of remittance reports for the funds, dues, assessments and initiation fees referenced in Articles 11(a) and 11(b). The format/content of such reports shall be subject to the approval by Manitoba to ensure adequate provision of reporting requirements and information.
- e) Submission of Reports and Contributions: The Contractor shall remit all contributions and deductions, and corresponding remittance reports to the Funds Administrator, the Unions, the BTBC, as applicable, by the tenth (10th) of the month following the month for which contributions and deductions were made. The Funds Administrator shall arrange for the distribution of monies to the applicable Unions, BTBC, or other sponsored benefit plans, as applicable.

ARTICLE 12 MANITOBA, BTBC AND UNION REPRESENTATIVES

12.1 Job Stewards

- a) The Union, where members of that Union are employed by a Contractor, may appoint steward(s) from among the members so employed in accordance with that Union's by-laws and constitution. Where no shop steward is appointed, the Council Site Representative shall be vested with the duty to represent such Employees.
- b) A non-working steward will not be permitted.

- c) The Council or the Union shall notify the Contractor and Manitoba Jobs Agreement Site Representative, in writing, within forty-eight (48) hours (excluding non-working days) of the appointment of any steward or when an Employee ceases to act as steward.
- d) The Contractors shall recognize that the steward is acting for those Employees employed by that Contractor. The steward shall not be discriminated against for expressing the wishes of any such Employees. The steward may be called upon by the Contractor to assist in the settlement of Grievances pursuant to the provisions of Article 16 of this MJA.
- e) The Steward shall not be responsible for the interpretation or application of this MJA in any way.

12.2 Site Representatives

- a) The BTBC shall appoint a Council Site Representative who will be vested with full authority and power to service Employees, administer the application of the terms of this Agreement and/or assist the Construction Manager in implementation of Employee-oriented programs (e.g. application of Trust Funds). Manitoba agrees to recognize said representative.
- b) In addition to the Council Site Representative, other duly authorized Union Representatives, carrying a properly authorized credential of the Council will be allowed access to the Project site to conduct Union business provided this is done without interfering with the progress of the work and the Union Representative complies with the following procedures:
 - i. With the exception of emergencies, the Union Representative will provide reasonable prior notification to the Contractor(s), of the date of their intended site visit. Such notification shall be concurrently provided to the Manitoba and Council Site Representatives.
 - ii. On arrival at the Project site, the Union Representative firstly reports to the site office of the Contractor(s). While on the site, the Union Representative must adhere to all safety requirements arising from that Contractor's safety orientation program.

12.3 Manitoba shall appoint a Manitoba Site Representative who will be vested with full authority and power to service Contractors and subcontractors and administer the application of the terms of this Agreement. BTBC agrees to recognize said representation.

12.4 If requested by a Contractor, Manitoba and/or Council Site Representatives shall be present at any discussions between the Union Representative and the Contractor, relating to this Agreement.

12.5 It is agreed that no Site Representative, Union or Contractor has any power to alter or amend this MJA in any way. This is not meant to discourage arrangements made on site between the Site Representatives to resolve issues and disputes or institute mutually acceptable solutions. These arrangements, however, shall not have the effect of altering the MJA and are not to be used as past practice to interpret the MJA.

12.6 Any and all written communication containing information about the MJA or and Appendix intended to be mass distributed to Employees engaged with the Project must be mutually agreed upon between the Parties prior to distribution. For clarity, this is not intended to apply to communications concerning changes to policies or practices that are within management rights or communications directed to individual Employees.

ARTICLE 13 SAFETY AND HEALTH

This Article shall be read in conjunction with the Appendices of the MJA and any specified trade-related safety requirements shall also be followed.

- 13.1 No Contractor shall be engaged under this MJA unless that Contractor is fully compliant with its obligations under *The Workers' Compensation Act* (the "WCB Act") and relevant Manitoba Regulations, and its Employees are covered under a Life Insurance and Accidental Death & Dismemberment policy.
- 13.2 The Construction Manager shall establish a Safety and Health Committee at each construction site to consist of Employer and worker representatives of the Contractor on the construction contract site. Worker representatives shall be selected in accordance with *The Workplace Safety and Health Act* (the "WSH Act") and its Regulations.
- 13.3 Each Safety and Health Committee shall act in accordance with WSH Act and Safety and Health Committee Regulation.
- 13.4 The Safety and Health Committee shall consist of not less than four (4) or more than twelve (12) persons of whom at least half (½) shall include worker representatives of Contractors on the construction contract site.
- 13.5 Pursuant to Article 13.2, the Council Site Representative shall co-ordinate and assist in the selection of Employee representatives.
- 13.6 The Employee representatives and the Contractor representatives serving on the Committee shall each elect a Chairperson who shall chair alternate meetings.
- 13.7 The Committee shall meet not less than once per month; however, if conditions warrant, a meeting may be convened at any time as mutually agreed to by the Committee Members. Minutes of each meeting shall be prepared which shall record in appropriate detail:
- a) the issues discussed;
 - b) any recommendations of the Safety and Health Committee, and
 - c) whether or not the issues have been resolved to the satisfaction of the Safety and Health Committee.
- 13.8 A representative of Manitoba and/or of the Council may attend Construction Manager Safety and Health Committee meetings in an observer capacity to monitor the performance and effectiveness of the Committee.
- 13.9 Copies of the minutes of each Safety and Health Committee meeting shall be forwarded to Manitoba and BTBC.
- 13.10 To benefit the overall program of accident prevention, any unsafe conditions, unsafe acts and violations of safety and health regulations shall be reported as follows for immediate corrective action:
- a) In the case of Employees, directly to the Contractor's foreperson or other designate.
 - b) In the case of job stewards functioning for each Union, directly to the Contractor's foreperson and/or safety officer.
- 13.11 Save and except as otherwise provided in an Appendix, all Employees will be provided with all safety equipment, except hard hats and safety boots (unless an Employer as a condition of employment insists upon a particular type or color), by the Construction Manager or the Contractors on a loan basis, and the Employees will sign a receipt for same.
- 13.12 Any Employee to whom safety clothing or equipment is supplied shall be responsible for loss of the same or damage other than normal wear and tear, this shall include rainwear when necessary. An

Employee will be deducted from their outstanding wages for costs of above if they fail to return the same to the Employer upon termination of their employment.

- 13.13 The safety target for this Project will be a time loss injury rate of less than 3.6, based on number of full time workers and hours worked.
- 13.14 The Construction Manager will be responsible for reporting to the Manitoba Jobs Agreement Site Administrator the number of any violations filed under the WSH Act or WCB Act, and any stop work orders issued thereunder.

ARTICLE 14 SEXUAL AND WORKPLACE HARASSMENT AND DISCRIMINATION

- 14.1 The Parties are committed to ensuring a harmonious workplace, free from discrimination, disrespectful behaviour, harassment, and physical or psychological violence of any kind.
- 14.2 Any discriminatory, unwanted, or inappropriate behavior at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated. Personal harassment is defined to include but not be limited to: discrimination on the basis of gender, gender identity, ancestry, race, national or ethnic origin, colour, religion, age, sex, sexual orientation, pregnancy, child birth, marital or family status, disability, source of income, conviction for which a pardon has been granted, political affiliation, Union membership, participating in the lawful activities of the Union and preventing by any means or manner of the exercise of any right conferred under this MJA or under any law of Canada and Manitoba.
- 14.3 Sexual harassment is a particularly objectionable type of discriminatory course of conduct or comment which cannot be tolerated as it represents an unwarranted intrusion upon a person's sexual dignity. Sexual harassment may take a variety of forms such as unsolicited or unwelcome gender based comments, gestures and physical contact, or the control or alteration of working conditions so as to coerce submission to sexual advances. Employees have the right to work in an environment free from harassment, including sexual harassment, and the Parties shall take all steps necessary to ensure a harassment free workplace.
- 14.4 Respectful Workplace Policy – In recognition of the objects referred to in Articles 14.1, 14.2 and 14.3, the Construction Manager shall implement and administer a Respectful Workplace Policy, to be approved by the Manitoba and BTBC, which policy will apply to all Employees and Contractors governed by this MJA, as well as to all third-parties and members of the public visiting or attending upon Project worksite.

Without limiting its scope and breadth, the Respectful Workplace Policy shall include an appropriate complaints and investigation process, together with the necessary remedial authority to adequately rectify infractions, which process shall include reporting alternatives intended to recognize and address gender and/or sexual orientation inequalities.

ARTICLE 15 WORK SITE LUNCHROOM/SHELTER AND SANITARY ARRANGEMENTS

- 15.1 Lunchroom/Shelter
 - a) A clean and adequate place of shelter, sufficiently heated and securely locked in which the Employees may eat their lunch and which also provides a sufficiently secure place to keep their tools and clothes shall be provided on the Project worksites.

- b) The shelter may be used for storage but it must provide sufficient room for the Employees' needs and accordingly shall be kept clear of building materials and other construction paraphernalia. The shelter where Employees eat their lunch shall not be used to store harmful chemicals, toxic substances and/or volatile substances.

15.2 Sanitary Arrangements

- a) The Construction Manager shall provide adequate sanitary facilities on the work site commensurate with the number of Employees working as set out in Municipal, Provincial and Federal Government Regulations, for this Project.
- b) The Construction Manager shall be responsible for the maintenance and cleanliness of sanitary facilities on the work site and for keeping all areas free of hazards and debris. Employees shall exercise care in the use of these facilities to assist in maintaining cleanliness.
- c) The Employer will, in addition, provide hand sanitizer as needed.
- d) Where there is no potable running tap water available, bottled drinking water and paper cups shall be provided by the Employer.
- e) Sanitary conditions on the worksite shall be the legitimate concern of the Safety and Health Committee established pursuant to Article 13.2. Any concern over the adequacy of sanitary conditions which cannot be mutually resolved on the work site shall be referred to the Safety and Health Committee for resolution. If the matter is not resolved to the satisfaction of this Committee, the Co-Chairpersons shall advise the Council Site Representative, Manitoba Jobs Agreement Site Representative, and the applicable Contractor(s) of the concern. If the concern is not resolved at that stage, it may be referred to the grievance and arbitration as set out in Article 16.

ARTICLE 16 GRIEVANCE PROCEDURE

16.1 It is agreed that it is the spirit and intent of this MJA to adjust grievances promptly.

16.2 "Grievance" means any difference or dispute concerning the meaning, interpretation, application, administration or alleged violation of this MJA whether between the Contractor and any Employee bound by this MJA or between the Contractor and a Union and/or the Council. Manitoba, the Contractor and the Council shall all have the right to initiate a Grievance at 16.3.2, Step 2 (b).

16.3.1 Step 1

The Employee(s) concerned, with the presence of a job steward if requested, shall first seek to settle the Grievance by discussion with the appropriate trade foreperson, or alternate if the Grievance involves that foreperson. If a satisfactory solution of the Grievance is not reached in this manner within three (3) working days after the incident giving rise to the Grievance, the grievor(s) may proceed to Step 2, providing that is done within a further period of three (3) working days.

16.3.2 Step 2

- a) Failing settlement at Step 1, the Grievance may be submitted by the Union to the Contractor and in this event, the Grievance must be stated in writing and a copy of the Grievance shall be immediately forwarded to the Manitoba and the Council Site Representatives, respectively. Upon receipt of the Grievance, the Contractor shall, without delay, arrange a meeting with the Union Representative for the purpose of dealing with the Grievance. A written decision regarding the Grievance will be provided within three (3) working days of the date of the meeting.

Where an Employee is not a member of an Union, they may elect to proceed with a Grievance on their own, by executing the Grievance Form attached hereto as Schedule "A", and proceed to attempt settlement of the Grievance without assistance of the Union. By making this election, the Employee expressly waives the representational rights referred to in s. 20 of the Act.

- b) In the case of a Manitoba, Contractor or Council Grievance, the Grievance must be stated in writing and a copy of the Grievance shall be immediately forwarded to Manitoba Site Representative and the Council Site Representatives, who will, further, and where applicable, provide a copy to the responding Contractor. Upon receipt of the Grievance, the respondent shall, without delay, arrange a meeting with the grievor for purposes of dealing with the Grievance. A written decision regarding the Grievance will be provided by the respondent within three (3) working days of the date of the meeting, a copy of which shall be forwarded to the aforementioned Site Representatives.

16.3.3 Step 3

If the Grievance has been submitted but not resolved at Step 2 above (i.e. 16.3.2(a), (b) or (c)), as applicable, the Manitoba Site Representative and Council Site Representatives shall meet to further review the Grievance details and attempt to resolve the Grievance. The Site Representatives may involve other persons who have knowledge of the circumstances giving rise to the Grievance. Step 3 shall be completed within four (4) working days measured from the date of receipt of the required Grievance response referred to in Step 2, above.

16.3.4 Step 4

If the Grievance has been submitted but not resolved at Step 3, either the grieving party or the respondent may request in writing, within seven (7) working days of the expiry of the four (4) working day period referred to in Step 3, that the Grievance be assigned in the manner prescribed below to one of the following named arbitrators:

Blair Graham
Colin Robinson
Kris Gibson
Freda Steel

The Manitoba Site Representative and the Council Site Representative, or their respective delegates, shall forthwith meet and to agree upon an arbitrator. The Parties agree that timeliness of having the matter heard will be of essence, and if the arbitrator selected is unable to hear the Grievance in a timely manner, another arbitrator from the list will be selected.

If the named arbitrators are unavailable, or the Parties cannot agree upon an arbitrator from the list, then the Parties will proceed to the appointment of an arbitrator under the applicable provisions of the Act.

The arbitration shall be conducted in accordance with the limitations and other provisions set out in s.130 of the Act (Expedited Arbitration).

The decision of the arbitrator shall be final and binding on all parties.

The arbitrator shall have the authority to make decisions only on issues presented to them. They shall not have the authority to change, amend, add to or detract from any of the provisions of this MJA.

The fee of the arbitrator shall be borne equally by the Contractor and by the Affiliate Local Union(s), or the grieving party and the respondent, as applicable, including an Employee who elects to proceed with a Grievance on their own, pursuant to Article 16.3.2.

Failure of the grieving party to adhere to the limits established herein shall render the Grievance null and void. Failure of the respondent to reply in accordance with the provisions of this Article will nonetheless entitle the grievor to submit the Grievance to the next step of the Grievance procedure. The time limits may be extended only by written consent of the parties involved at that particular step of the Grievance procedure, and any reasonable requests for an extension of time will not be denied.

ARTICLE 17 ADJUDICATION AND TRADE WORK ASSIGNMENTS

17.1 MJA Pre-Construction Meetings

17.1.2 The Construction Manager will arrange for the convening of a MJA Pre-Construction Meeting for each contract awarded that is subject to the MJA, which meeting will be attended by the Council Site Representative(s), in order to discuss the Contractors' intended jurisdictional trade work assignments. The BTBC may give notice to, and arrange for the attendance of, any Union that may be affected by the assignments.

17.2 Trade Work Assignments and Dispute Resolution Procedures

17.2.1 Subject to the terms and conditions of this MJA, the Contractor has the right to assign all work. The Contractor's assignment shall prevail unless modified by the adjudication process set out below and under no circumstances shall there be any interference with the progress of the work.

17.2.2 The purpose of this procedure is not designed nor is it intended to undermine the Canadian Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (also known as the "Green Book"). The adjudication of jurisdictional disputes procedure as agreed to herein, is to provide the parties with an expedited process for resolving jurisdictional work assignment disputes.

17.2.3 If an affected party fails to comply with the timelines provided herein, the proceedings shall nevertheless continue to the next step.

17.2.4 When a jurisdictional dispute occurs, the plaintiff Union(s) shall, within two (2) working days, serve upon the Union who has been assigned the work in question with a notice that a dispute exists. The notice shall include a full and detailed description of the disputed work. A copy of the dispute notice shall be served on the Contractor, Manitoba and BTBC. The Contractor will immediately review the detailed description of the disputed work and promptly advise the parties of any errors or omissions.

17.2.5 The affected Union Business Managers or Representatives shall meet within two (2) working days of receipt of the dispute notice.

17.2.6 If the Unions are unable to reach agreement they shall jointly render a statement of facts of the dispute immediately to their respective International Representatives with copies to the Contractor, BTBC and Manitoba.

17.2.7 The International Representatives of the affected Unions shall meet within two (2) working days from receipt of the statement of facts to effect a settlement. If the International Representatives are unable to reach agreement, they shall jointly render a statement of facts of the dispute immediately to their respective Affiliate Local Union with copies to the Contractor, BTBC and Manitoba.

17.2.8 If the dispute has not been settled, the Contractor, the plaintiff Union(s) or the Union who has been awarded the work in question may make a request to the Council Site Representative for adjudication of the dispute within two (2) working days from receipt of the statement of facts outlined above. The request for adjudication of the dispute shall be served upon the Contractor, BTBC, the affected Union(s) and Manitoba with a full and detailed description of the disputed work.

17.2.9 The Council Site Representative shall contact the adjudicator upon receipt of the request for adjudication and arrange for a hearing which shall be no later than three (3) working days from receipt of the request for adjudication. The Council Site Representative shall notify all of the affected parties as to the date, time and precise location of the hearing.

17.3 Adjudication

17.3.1 The Parties agree that Garth Smorang and Kathy McIlroy shall serve as adjudicators during the life of this MJA, whoever is first available.

17.3.2 Legal representation is prohibited from any meetings or hearings.

17.3.3 All correspondence relating to a jurisdictional dispute shall be served upon the affected parties by facsimile or email, with the original by regular mail.

17.3.4 Save and except where a Contractor has ignored or disregarded, or continues to ignore or disregard, a jurisdictional award under this Article, the adjudicator is not authorized to award back pay or any other damages for a miss-assignment of work. No party to this plan may bring an independent action for back pay or any other damages, based upon a decision of the adjudicator.

17.3.5 Affected parties attending the hearing shall be limited to two (2) representatives.

17.3.6 The Contractor shall attend all meetings and/or hearings and shall furnish a full description of the disputed work.

17.3.7 The adjudicator is prohibited from hearing a jurisdictional dispute if there exists any job impediments relating to the disputed work caused by a plaintiff Union, in which case the Contractor shall continue with the original assignment.

17.3.8 The adjudicator shall review all evidence presented at the hearing and render a decision in absolute compliance with Article 17 of this MJA. The adjudicator's decision shall be rendered within two (2) working days of the hearing and shall include a brief statement of the description of the work in dispute. The adjudicator's written decision shall be as brief and concise as possible.

17.3.9 Any decision of the adjudicator is binding on all parties and shall be implemented immediately. However, any decision of the adjudicator may be appealed under the Green Book, it being understood that an appeal under this Article does not serve to stay the adjudicator's decision.

17.4 Funding

17.4.1 Each party to the adjudication shall bear its own expenses for the hearing and agrees that the fees and expenses of the adjudicator shall be borne by the losing party or parties as determined by the adjudicator.

17.5 Composite Crews and Temporary Work Assignments

17.5.1 A "Composite Crew" means a crew consisting of more than one trade which has been assigned by a Contractor to carry out, on a teamwork basis, a specified construction activity.

17.5.2 Composite Crews may be allowed on the Project by mutual agreement between the BTBC and/or an affected Affiliate Local Union and the Contractor. The Contractor will be responsible for ensuring each of the trades involved are qualified by training and experience to carry out their respective assigned work components, safety standards are not compromised and the Composite Crew assignment is consistent with prevailing area practice, including any and all certification and licensing requirements.

- 17.5.3 If any dispute arises as to the appropriateness of a Composite Crew, the matter shall immediately be referred to Manitoba. Manitoba shall consult with the BTBC and the Parties will review all information tendered in support of proceeding on a Composite Crew basis versus proceeding on the basis of traditional trade work assignments. If mutual agreement cannot be reached, the matter may be referred under the grievance and arbitration provisions of the MJA.

ARTICLE 18 REPORTING TIME

- 18.1 When an Employee takes their tools on the job and reports to the Contractor for the first time after being hired and is refused work for reasons other than inclement weather or the result thereof, or other emergency beyond the control of the Contractor, they shall be paid for the hours remaining in the shift, for which they initially report, for a minimum of four (4) hours at their straight time rate.
- 18.2 When an Employee reports to work at a Project worksite, and is not assigned work by their foreperson or Employer for reasons other than inclement weather and/or matters beyond the control of the Contractor, they shall be reimbursed a minimum of three (3) hours pay (provided they remain on the job site for three (3) hours) or if they are asked to remain on the job site for more than three (3) hours but less than four (4) hours, they shall be reimbursed a minimum of four (4) hours pay.

ARTICLE 19 STATUTORY AND GENERAL HOLIDAY PAY

- 19.1 The following shall be observed as holidays each year:

New Year's Day	Louis Riel Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Terry Fox Day	Labour Day
Truth and Reconciliation Day (Orange Shirt Day)	
Thanksgiving Day	
Remembrance Day	Christmas Day
Boxing Day	

- 19.2 Any other day, which is proclaimed by the Federal or Provincial Government as a holiday, shall also be observed.
- 19.3 Pay in lieu of holidays will be as stipulated in the Appendices of the MJA.
- 19.4 No work shall be performed on Labour Day except in an emergency as necessary for the protection of life or property.

ARTICLE 20 HIRING PROCEDURE AND REFERRAL SYSTEM

- 20.1 For the purpose of this Article, the following shall apply:

- a) "Job Qualified" means that a candidate for employment meets or exceeds the training, accreditation (i.e. credentials such as certificates and licenses), skill and experience stated in a Job Order.
- b) "Job Vacancy" or "Vacancy" means an available position for a classification set out in one of the Appendices of the MJA.
- c) "Manitoba Resident" means an individual whose primary residence is located within the province of Manitoba.

- 20.2 Hiring Process

- 20.2.1 Subject to 20.2.2, and as further delineated in this Article, the filling of Vacancies shall be initiated through the issuance by the Contractor of a Job Order.
- 20.2.2 Contractors with non-unionized Employees shall only be required to initiate a Job Order to fill a Vacancy whenever a Current Employee as defined in Article 2.7(b) or (c) cannot be sourced by the Contractor to fill a Vacancy.
- 20.2.3 Job Order Parameters: The Contractor shall indicate in each Job Order for a classification in an Appendix of the MJA, the tasks to be performed by the incumbent and the expected level of competency in performing such tasks, including any and all certificates and licensing requirements, and any other restrictions or requirements that may apply. In establishing an experience factor, the Contractor shall appropriately take into account intended skill acquisitions resulting from successful completion of an apprenticeship program and attainment of journeyman or Red Seal status; or an industry recognized training program for a classification not subject to an apprenticeship program. In any event, the Contractor shall refrain from overstating the experience factor.
- 20.2.4 The Contractor shall also indicate in the Job Order the anticipated start date for employment and its duration and confirm the hourly rate to be paid in accordance with the applicable Appendix.
- 20.2.5 Preference for Manitoba Residents: Where multiple candidates are deemed Job Qualified for a Vacancy, Manitoba Residents that are members of a union will be given preference over Manitoba Residents that are not members of a union, and Manitoba Residents will be provided preference over union labour from outside Manitoba, provided they meet all qualifications and requirements stated in the Job Order.
- 20.2.6 Current Employees
- 20.2.7 The Contractor shall be solely responsible for sourcing Current Employees covered by the provisions of Article 2.7(b) and for interfacing with the applicable Affiliate Local Union for obtaining referrals who meet the definition of a Current Employee as set out in Article 2.7(a).
- 20.2.8 Subject to 20.2.2, the hiring of Current Employees will be initiated by the Contractor with the issuance of a Job Order to the appropriate Union for dispatch of those Current Employees through the Union's hiring hall and dispatch protocols. Contractors have the right to refuse employment to any Employee who is not Job Qualified. Where there are no Current Employees that are Manitoba Residents and Job Qualified available, the Contractor must attempt to source Employees that are Manitoba Residents and Job Qualified outside the Union's hiring hall and dispatch protocols, prior to considering union labour from outside Manitoba.
- 20.2.9 Other Employees
- 20.2.10 Contractors with non-unionized Employees shall ensure that those Employees are Job Qualified prior to dispatching those Employees to the Project, and no Employee shall be so dispatched unless they are Job Qualified.
- 20.2.11 An Affiliate Local Union within that Contractor's trade, may, at its absolute discretion, evaluate a Contractor's non-unionized Employees to ensure that they are Job Qualified, to the standards required for dispatch by that Affiliate Local Union, including any and all certification and licensing requirements. Those Employees not deemed to be Job Qualified by the Affiliate Local Union shall not be dispatched to the Project.
- 20.3 Employment Reports and Forms
- 20.3.1 Monthly (4 Week) Employment Reports

The Contractor shall complete, in all respects, Manitoba's Monthly Employment Report. This report covers a four (4) week reporting period and is intended, amongst other things, to identify each in-scope Employee hired to work on a contract, in particular, Current Employees, and to record the hours worked by each Employee and to use this information to enable computing of Equity employment data.

The completed Monthly Employment Report must be remitted to and received by the Manitoba Site Representative no later than the tenth (10th) of the month following the month (or 4 week period) in which the hours were worked. The Contractor may not substitute its own Monthly Employment Report without the written approval of the Manitoba Site Representative].

20.3.2 The Construction Manager shall complete, in all respects, Manitoba's monthly Employment Report. This report will indicate on the last working day of each week the following:

- a) Total number of in-scope Employees who worked onsite during the reporting period.
- b) Total number of hours worked by in-scope Employees onsite during the reporting period;
- c) Total number of hours worked by Employees who are Manitoba Residents during the reporting period;
- d) Total number of hours worked by Employees who are Apprentices during the reporting period;
- e) Total number of hours worked by Employees who are Indigenous Persons during the reporting period;
- f) Total number of hours worked by Employees who are women during the reporting period;
- g) Total number of hours worked by Employees who are persons with disabilities during the reporting period;
- h) Total number of hours worked by Employees who are New Canadians during the reporting period, broken down by the following categories: Asylum Claimants; Refugees; and Permanent Residents.
- i) Total number of hours worked by Employees who are Manitoban residents during the reporting period;
- j) The time loss injury rate, based on number of full-time workers and hours worked, on the Project to date;
- k) The number of alleged violations filed and stop work orders issued under the WSH Act or WCB Act;
- l) The number of days lost during construction to work stoppages related to labour disruptions on the Project, to date; and
- m) Any other information specified by Manitoba.

The Monthly Employment Report must be remitted to and received by the Manitoba Site Representative no later than the tenth (10th) of the month following the month (or 4 week period) in which the hours were worked. The Construction Manager may not substitute its own Monthly Employment Report without the written approval of the Manitoba Site Representative.

20.4 Equity Employment (EE) Self-Declaration Form

The Contractor shall, at the time of hire, provide each Employee with a copy of the Manitoba Employment Equity Self-Declaration Form and assist those Employees who qualify and voluntarily elect to be recognized as an Equity Hire in completing the form.

The form is intended to identify or confirm if a person qualifies as an Equity Hire. This information will be necessary to determine the rate of participation of Equity Hires on the Project.

Completed forms shall be forwarded by the Construction Manager to the Manitoba Jobs Agreement Site Representative on or before the tenth (10th) of the month following the month in which the Employee began work on the Project.

ARTICLE 21 LAYOFF

- 21.1 Layoff and recall shall be carried out so there is general adherence to the intended employment preference provisions of equity and training employment requirements of Article 9.

ARTICLE 22 HOURS OF WORK

- 22.1 Hours of work for Current Employees will be as provided by an Affiliate Local Union's Appendix.
- 22.2 Save and except for those employees excluded under Article 4, hours of work for Employees who are not members of an Affiliate Local Union will be aligned with the Affiliate Local Union's Appendix within their particular craft or trade, or reasonably similar craft or trade as determined by the BTBC.
- 22.3 The hours of work on the Project are not guaranteed.
- 22.4 Employees shall be at a Project worksite at the regular starting time and shall remain working until regular quitting time, unless otherwise directed by the Contractor.
- 22.5 Regular hours of work will normally commence and end at a Project worksite or regular place of work, unless directed otherwise by the Contractor.

ARTICLE 23 TRANSPORTATION, TRAVEL TIME, AND SUBSISTENCE

- 23.1 Where applicable, transportation, travel time, and subsistence benefits will as provided by an Affiliate Local Union's Appendix.
- 23.2 Save and except for those employees excluded under Article 4, where applicable, transportation, travel time, and subsistence benefits will be aligned with the Affiliate Local Union's Appendix within their particular craft or trade, or reasonably similar craft or trade as determined by BTBC.

ARTICLE 24 IN CASE OF INJURY

- 24.1 Should an Employee, as a result of injury incurred in the performance of their work, require first aid treatment, said Employee shall be paid for the time taken off work for the initial treatment. Should an Employee be injured to the extent that said Employee becomes eligible for Worker's Compensation that Employee shall be paid to the end of the shift in which the injury occurred.
- 24.2 The Employee must report the accident on the day it occurs, or as soon as they become aware that they have been injured, to their Foreperson or the Contractor and compensation forms are to be filled out correctly, as soon as possible, when necessary.
- 24.3 The Foreperson or Contractor's agent shall gather the injured Employee's tools and belongings and place them in his tool box and in the lock-up room. The Contractor will then be responsible for these tools until they are removed from the site by a responsible person or until the Employee returns to work.
- 24.4 Transportation required to take an injured Employee from the work site to the closest first aid or medical facility, and return following treatment, shall be provided by the Contractor. However, if the Employee

is provided written notification by the attending medical authorities that they are unable to return to work, the Employee will be responsible for their transportation from the first aid or medical facility.

ARTICLE 25 JUST CAUSE

25.1 No Employee shall be disciplined or dismissed save and except for just cause.

ARTICLE 26 TERMINATION OF EMPLOYMENT

26.1 An Employee who intends to resign shall provide the Contractor with at least one (1) hour notice.

26.2 The Contractor shall give an Employee one (1) hour paid notice of lay-off during which the Employee will pack their tools and leave the job site. The Contractor will provide the Employee, within two (2) working days of the date of termination of employment, either electronically or by registered mail, the Employee's:

- a) Wages to time of lay off.
- b) Vacation pay allowance.
- c) Travel allowance, commuting allowance and/or board allowance due (if any).
- d) Statutory holiday pay allowance.
- e) Record of employment; statutory holiday and vacation pay amounts to be entered separately on the record of employment.

26.3 Provided an Employee requests same at the time of leaving the job site, an Employee may attend the Contractor's office in the afternoon of the second working day from the date of termination to obtain the items listed in Article 26.2. Out-of-province Employers will be required to give each Employee a statement of hours and overtime hours owing, signed by an authorized representative of the Employer, at the time of termination.

26.4 The Contractor will provide an Employee who resigns or is discharged, electronically or by mail, all pay records and allowances no later than seventy two (72) hours of receiving that Employee's last time card.

ARTICLE 27 APPENDICES, ADDITIONAL CLASSIFICATIONS, REFERENCE AGREEMENTS AND ESCALATION OF APPENDICES

27.1 Appendices: The wage rates, classifications and other conditions of employment specifically identified in the Appendices shall apply to work under this MJA.

27.2 Additional Classifications: A Contractor or Affiliate Local Union may request the introduction of a new classification in an Appendix. If this occurs, the request shall be in writing to BTBC and Manitoba and shall indicate the reasons why a new classification is required. The Parties shall meet within thirty (30) calendar days of notification and if the Parties agree a new classification is warranted, establish the rate of pay for the new classification and its effective date.

27.3 Additional Appendices: If for any reason during the life of this Agreement an additional Appendix is required or desired, the BTBC shall provide Manitoba with a draft Appendix, the contents of which relating to conditions of employment shall be modeled on the content of other Appendices governing Industrial, Commercial and Institutional Sector work, for Manitoba's consideration. When finalized and agreed to by the Parties, the new Appendix shall be deemed to part of this Agreement from that date

forward, however, its terms and conditions shall only apply on contracts awarded on and after the date of its incorporation into the Agreement.

- 27.4 Reference Agreements: If during the term of this Agreement, a Reference Agreement ceases to exist, the Parties shall meet within thirty (30) days of written notification from either Party for purposes of establishing a replacement method of Escalation of applicable provisions in an Appendix intended to be subject to automatic Escalation. Pending settlement of this matter, the existing provisions in the effected Appendix shall continue uninterrupted.
- 27.5 Escalation of Appendices: To enable prompt and timely adjustment of an Appendix, BTBC shall forward to Manitoba a duly signed copy of each renewed Reference Agreement pertaining to that Appendix immediately following its signing.

ARTICLE 28 INTERPRETATION OF THE MANITOBA JOBS AGREEMENT

- 28.1 Interpretation of this MJA shall be restricted to Manitoba, the Council, and an arbitrator appointed under the provisions of Article 16 of this MJA. If the interpretation relates to a provision in an Appendix which has been extracted in whole or in part from a Reference Agreement, Manitoba and the Council shall be responsible for consulting with the bargaining agents referred to in the Reference Agreement and the applicable Affiliate Local Union, respectively, and if deemed warranted, arranging for their participation in any ensuing arbitration.

ARTICLE 29 ENABLING CLAUSE

- 29.1 It is understood and agreed to by the Parties hereto that where a particular Article or Articles is or are found to be a hardship on a Contractor(s), said Article or Articles may be modified or a Contractor may be given relief therefrom by mutual consent of the Parties in written form.

Such modifications may apply to a single Union, several Unions or all the Affiliate Local Unions. It is further understood and agreed to by the Parties hereto that where mutual consent for such modifications cannot be achieved the matter shall not be subject to the grievance and arbitration process.

SIGNATURES TO THE COLLECTIVE AGREEMENT

THIS AGREEMENT has been signed on behalf of each Party by its duly authorized representatives as of the date shown on the first page of this agreement.

SIGNED IN THE PRESENCE OF:

THE GOVERNMENT OF MANITOBA

Witness

Minister of Manitoba Public Service Delivery
or designate

DATE: _____

THE BUILDING TRADES BARGAINING COUNCIL ("BTBC")

Per: _____
Representative of BTBC or designate

Witness

DATE: _____

MANITOBA JOBS AGREEMENT

BUILDING TRADES BARGAINING COUNCIL REMITTANCE NOTICE

MJA ID	MJA-EDU-0001
PROJECT	FOUR SCHOOL BUNDLE

This form serves as a notice to contractors, including subcontractors, to inform bid pricing.

Article 11.1.c of the Manitoba Jobs Agreement (MJA) advises the incorporation of Building Trades Bargaining Council (BTBC) Remittances in relation to the project as referenced above and reads as follows:

***BTBC Remittances:** BTBC shall advise Manitoba in writing, and in advance of the Project, of its required dues and/or assessments, and, thereafter, any changes thereto. These dues and/or assessments will be paid by the Contractors and remitted directly to the BTBC.*

BTBC Remittances support the administrative and labour relations functions required under the MJA. Successful contractors will receive instructions on remittance submission and processing.

BTBC REMITTANCES
Pursuant to Article 11.1.c of the Manitoba Jobs Agreement, dues payable to the Building Trades Bargaining Council for the project as referenced above will be: \$0.85 per hour for all in-scope hours worked

In accordance with Article 11.1.c, further notice will be provided of any changes to these amounts through the course of the project as referenced above.

Contractors, including subcontractors, are encouraged to ensure consideration for BTBC Remittances are included in tender response documents.

SCHEDULE "A"

Opting Out of Grievance Procedure for Employees Who Choose Not to Join a Union

GRIEVANCE FORM

I, _____, being a non-union worker on the Project employed by _____, in accordance with Article 16.3.2 Step 2 (b), do not wish to be represented by the Council or any Affiliate Local Unions who are Party to the Manitoba Jobs Agreement, concerning my Grievance dated _____ .

I understand that I will be representing myself regarding this Grievance and I hereby release the Council and/or any Affiliate Local Unions from any and all obligation they may have to represent my interests pursuant to the Project Labour Agreement or *The Labour Relations Act* of Manitoba.

Witness

Signature of Grievor

MANITOBA JOBS AGREEMENT

CONTRACTOR ATTESTATION FORM

MJA ID	MJA-EDU-0001
PROJECT	FOUR SCHOOL BUNDLE

This form serves as a formal attestation by a contractor, including a subcontractor (“Contractors”) that, if engaged to complete work on the above stated project, as a condition of performing that work, the Contractor engaged in relation to the contracted scope of work, agrees to be bound by and comply with all terms and conditions of the Manitoba Jobs Agreement dated September 8, 2025 (“MJA”).

PROVISION OF THE MANITOBA JOBS AGREEMENT

The Contractor acknowledges and confirms that a copy of the MJA for this project and the relevant appendices related to this scope of work has been provided for review as part of procurement documentation, prior to the execution of this Contractor Attestation Form and the submission of tender response documents by the Contractor.

ADHERENCE TO THE MANITOBA JOBS AGREEMENT

The MJA is a legally binding, contractual arrangement incorporated into the overall suite of project documentation required for the procurement and delivery of the project as referenced above. The MJA forms part of the contractual arrangement between the Government of Manitoba and the principal, general contractor and/or construction manager.

Pursuant to Article 1.2 of the MJA, contractors, including subcontractors who are contracted to perform work on the project as referenced above, are required to complete the Contractor Attestation Form confirming, if engaged to complete work on the project, the organization will adhere to terms and conditions of the MJA.

By signing this form, the Contractor understands and confirms adherence to all terms and conditions of the MJA and in particular that, pursuant to Article 4.1 of the MJA, that the MJA applies to *“All Parties and all Employees engaged in contracted onsite construction work associated with the Project and who are employed by Contractors (or their respective subcontractors) who have been awarded contracts by the Construction Manager.”*

CURRENT EMPLOYEES

Pursuant to Article 20.2.7 of the MJA, by signing this form in relation to Current Employees as defined in Article 2.7 the Contractor confirms that all Current Employees dispatched by the Contractor to perform works on the project meet the conditions set out in Article 2.7 and are Job Qualified per Article 20.1.a.

The Contractor may be asked, during the project as referenced above, to provide documentation to affirm Current Employees that are dispatched by the Contractor to perform works on the project meet the conditions set out in Article 2.7.

MANITOBA JOBS AGREEMENT

CONTRACTOR ATTESTATION FORM

ACKNOWLEDGEMENT

By signing below, the Contractor acknowledges and agrees to adhere to the terms and conditions of the MJA, and understands and agrees with the statements included in this Contractor Attestation Form.

AUTHORIZED SIGNATORY FOR CONTRACTOR

NAME	
TITLE	
COMPANY	
DATE	
SIGNATURE	

To be executed where the Contractor is engaged to perform construction work associated with the project as referenced above.

Construction Manager acknowledges the attestations made by the Contractor as included above in this Contractor Attestation Form, as it pertains to managing adherence to the MJA for the duration of this contract in relation to the project as referenced above.

AUTHORIZED SIGNATORY FOR CONSTRUCTION MANAGER

NAME	
TITLE	
COMPANY	
DATE	
SIGNATURE	

MANITOBA JOBS AGREEMENT

PROPOSED JURISDICTIONAL ASSIGNMENT REPORT

PROPOSED TRADE / OCCUPATION ASSIGNMENT BY WORK DESCRIPTION

Work Descriptions should be an inclusive list of works to be undertaken and aligned with the General Outline of Scope of Work to Be Performed. Please add a sufficient amount of detail to facilitate understanding.

Proposed Trade Assignment for each activity must align with one trade type captured within an Appendix in the MJA. Where alignment is unknown or an Appendix does not exist, please leave blank.

EXAMPLE:

WORK DESCRIPTION	PROPOSED TRADE ASSIGNMENT
INSTALLATION OF SCREW PILES	
Equipment Operators (Excavators)	Operating Engineers
Pile Set-up	Carpenters
Filling of drop piles	-

WORK DESCRIPTION	PROPOSED TRADE ASSIGNMENT
Please ensure Work Descriptions align with General Outline of Scope of Work to Be Performed	

This documentation is developed and supplied to facilitate processes and compliance under a Manitoba Jobs Agreement (MJA).

All MJA documentation is developed by, or in consultation with, the Province of Manitoba's Department of Public Service Delivery.

No alteration, publication or distribution of this document is permitted without prior written consent from the Department.

MANITOBA JOBS AGREEMENT

ONBOARDING DECLARATION



Project Identifier: MJA-EDU-0001

MJAs reflect Manitoba's commitment to the principles of prioritizing Manitoba workers, providing apprenticeship opportunities, and achieving a workforce that reflects employment equity. For outcomes-based reporting purposes, we encourage you to identify whether you are a Manitoba resident or an out-of-province trade member, indicate your union or non-union status, and identify your status in relation to the groups designated below.

Please indicate the information that applies to you. Completion of this form is not a requirement for employment on the project.

Legal First Name: _____ **Legal Last Name:** _____

Company: _____

APPRENTICESHIP

Trade: _____ **Level:** _____

EQUITY

☐ **Woman**

Indigenous Person

☐ *First Nation* ☐ *Inuit* ☐ *Métis*

☐ **Person with Disability** – see reverse

☐ **Visible Minority** – see reverse

New Canadian

☐ *Asylum Claimant* ☐ *Temporary Foreign Worker*
☐ *Permanent Resident* ☐ *Refugee*

RESIDENCY AND UNION STATUS

- ☐ Manitoba Resident, Union – (specify Union) _____
- ☐ Manitoba Resident, Non-Union
- ☐ Out-of-Province Resident, Union – (specify Union) _____
- ☐ Out-of-Province Resident, Non-Union

Signature: _____ **Date:** _____

This personal information is being collected under the authority of section 36(1)(b) of The Freedom of Information and Protection of Privacy Act (FIPPA). It will be used by the Manitoba Jobs Agreement Unit for statistical purposes. It will not be used or disclosed for any other purpose, unless authorized by law.

Your personal information is protected by FIPPA. If you have questions about how it is collected or used, please contact the Manitoba Site Representative at MJA@gov.mb.ca.

Available in alternate formats upon request.

In consideration of the equity groups listed previously, the below information may be useful in clarifying whether one belongs to the following groups:

Persons with Disabilities - Persons who have a long-term or recurring impairment and:

- whose functional limitations owing to their impairment have been accommodated in their job or workplace, and/or
- believe an employer or potential employer is likely to consider them to be disadvantaged in employment by reasons of that impairment, or
- consider themselves to be disadvantaged in employment because of that impairment.

Visible Minorities - Persons other than Indigenous people who, because of their race or colour, are a visible minority. Examples of visible minorities include:

- Black (e.g. African, Haitian, Jamaican, Somali)
- South Asian (e.g. East Indian, Pakistani, Punjabi, Sri Lankan)
- Southeast Asian (e.g. Cambodian, Indonesian, Laotian, Vietnamese)
- Arab/West Asian (e.g. Armenian, Egyptian, Iranian, Lebanese, Moroccan)
- Chinese
- Filipino
- Latin American

This Frequently Asked Questions (FAQ) document is to address common inquiries related to the application of the Manitoba Jobs Agreement (MJA) and to support prospective bidders and inform tender responses.

The FAQ is generally ordered to reflect the relevant sections of the MJA [MJA-EDU-0001] and is intended to provide clear information to support understanding with MJA references where applicable. While this FAQ document covers frequently raised questions, it should not be considered a substitute for terms and conditions of the MJA and its supporting appendices. For matters requiring further clarification or specific guidance, please submit a formal request through the processes outlined in the relevant tender documents.

ARTICLE 1 – PARTIES AND APPLICATION OF AGREEMENT

Which appendix must be signed by both Subcontractors and Contractors as part of the Agreement?

With respect to signatory requirements, per Article 1.2, contractors, including subcontractors are required to complete an attestation form confirming adherence to MJA. The same form will include an attestation that all employees included as part of the bid submission, and if successful, on boarded to work on the project, meet a definition of ‘Current Employees’ under Article 2.7.

ARTICLE 4 – SCOPE AND COVERAGE

Does the MJA apply to all tiers of subcontractors, or only those directly contracted to the Construction Manager?

Per Article 1.2, Contractors, including subcontractors, who are contracted to perform work on the Project will be governed by all terms and conditions of this Manitoba Jobs Agreement (MJA).

Per Article 4.1, the MJA applies to the Parties and all Employees engaged in contracted onsite construction work associated with the Project and who are employed by Contractors (or their respective subcontractors) who have been awarded contracts by the Construction Manager. Some exemptions apply which are included in Article 4.2.

How is the ‘standard wage and benefits’ determined for a scope of work that does not have a corresponding union?

The MJA trade appendices outline wage rates, classifications and other conditions of employment during the project. Where a scope of work is not represented under an MJA trade appendix, clarity will be provided to the Construction Manager and subcontractors as required.

Are suppliers or off-site fabrication shops covered under the MJA when the work is performed off-site but delivered to the project? How does shop prefabrication factor into this? Does in-shop prefabrication also fall under the MJA requirements, or do the provisions apply only to on-site labour?

Per Article 4.1, the MJA applies to onsite construction work associated with the Project. Off-site fabrication of components would not be subject to the MJA. Installation onsite, however, would fall under the MJA's parameters.

ARTICLE 9 – EQUITY EMPLOYMENT AND WORKFORCE DEVELOPMENT

How is compliance measured — by hours worked, headcount, or payroll share?

MJA target outcomes are measured based on the specifics of the outcome. Apprenticeship and equity targets are measured by in-scope hours worked and are reported to Manitoba with each 4-week reporting period as defined under Article 20.3.2.

Do apprenticeship targets apply to each individual contractor or to the project as a whole?

All MJA target outcomes apply to the total scope of the project as defined by Article 2.18, RFP #2025-24-M-P.

Are union-sponsored apprentices required, or can I bring my own registered apprentices?

Yes, if the person meets the definition of an Apprentice as defined in Article 2.2.

Is there any financial penalty or incentive tied to meeting apprenticeship targets?

While there are no financial penalties or incentives tied to meeting MJA target outcomes for 'Apprentices' as defined in Article 2.2, contractors, including subcontractors are encouraged to demonstrate organizational alignment and efforts to support MJA target outcomes in bid submissions and throughout the project.

Are equity and Indigenous hiring targets mandatory or aspirational?

Per Article 9.1, training, employment opportunities for underrepresented persons, and community benefit is a critical aspect of this MJA. While there are no financial penalties or incentives tied to meeting MJA target outcomes for 'Equity Hires' as defined in Article 2.10, contractors, including subcontractors are encouraged to demonstrate organizational alignment and efforts to support MJA target outcomes in bid submissions and throughout the project.

How does Indigenous Engagement performance compare between unionized and non-unionized workforces? Specifically, how does non-union Indigenous participation compare to unionized non-Indigenous participation?

Indigenous persons are included as Equity Hires as defined in Article 2.10 and does not delineate between union and non-union status.

Do we require an understanding of each company's equity staff ahead of award, and does it need to be included as part of the evaluation criteria? If so, what weighting should it be allotted?

Per Article 9.1, training, employment opportunities for underrepresented persons, and community benefit is a critical aspect of this MJA. Contractors, including subcontractors are encouraged to demonstrate organizational alignment and efforts to support MJA target outcomes in bid submissions and throughout the project, including 'Equity Hires' as defined in Article 2.10.

This process is currently under review and information will be communicated should this become a requirement for future tender packages.

ARTICLE 10 – UNION SECURITY

Are my employees automatically represented by the Building Trades or a local union under this agreement, even if I am not signatory to their collective agreement?

Per Article 10.4, all Employees performing work on the project under this MJA, whether or not a member of an Affiliate Local Union, shall be represented by the BTBC and/or the appropriate Affiliate Local Union.

ARTICLE 11 – DUES, ASSESSMENTS, AND FUND CONTRIBUTIONS

Are benefit contributions (e.g., health & welfare, pension, training) mandatory to union trust funds, or can equivalent benefits be provided through private plans?

The MJA requires health, welfare and retirement contributions for employees. The MJA recognizes such contributions may be made in part or in full at the employer-employee level prior to onboarding to the project. There will be processes to accommodate these circumstances where applicable. Equivalent contribution amounts, as included in relevant trade appendices, are required. Training/Industry Promotion Funds as outlined in the respective apprentices are mandatory union contributions to be made via the Fund Administrator.

Are non-union employees required to have union dues deducted, and if so, can the contractor pay those dues on their behalf, or must employees pay directly? Section 11.1(b) appears to require the contractor to remit dues, but it is unclear whether this applies only to unionized employees. What authorization process applies to non-union employees?

Article 11.1.b states that ‘the Contractor shall make deductions from wages of all Employees in respect of Union dues or service fees equating to Union dues and remittances, and which dues, assessments, and initiation fees shall be remitted directly to the Unions.’

Working union dues will be a percentage of employee gross income with details to be supplied to the successful bidder. Dues are payroll deductions from all employees, union and non-union. The successful bidder will be required to send them to the Fund Administrator. To support the implementation and management of the MJA, and streamline administrative processes, the Fund Administrator will accept from each contractor, including subcontractors, a total sum of required fund contributions, dues, assessments and initiation fees for each employee working on the project and distribute to the various funds as required.

Are fund contributions required in addition to union dues? If so, how are these calculated and administered?

There are fund contributions, dues, assessments and initiation fees associated with each trade. Each MJA trade appendix includes specific contribution levels. Fund contributions including Training, Industry Promotion, BTBC remittance as referenced in Article 11 are to be paid by the contractor. Only working dues are paid by individual employees as payroll deduction. Per Article 11.1.d, each contractor, including subcontractors, are responsible for preparation of remittance reports for the fund contributions, dues, assessments and initiation fees. The remittance report will include all the calculations required. A template to be provided to onboarded contractors and subcontractors.

Is there a central “funds administrator,” or must contractors remit directly to each trade union?

Yes. Coughlin & Associates Ltd. has been engaged through RFP30348 as the Fund Administrator for this project. Funds are administered by the Fund Administrator as a flow through function. No funds are sent directly to the unions or BTBC by contractors.

How are deductions and remittances handled for non-union employees?

Per Article 11.1.d, each contractor, including subcontractors, are responsible for preparation of remittance reports for the funds, dues, assessments and initiation fees. This is applicable regardless of union or non-union status.

To support the implementation and management of the MJA, and streamline administrative processes, the Fund Administrator will accept, from each contractor, including subcontractors, a total sum of required fund contributions, dues, assessments and initiation fees for each employee working on the project and distribute to the various funds as required. These funds to be accompanied by the corresponding remittance report, a template to be provided to onboarded contractors and subcontractors.

ARTICLE 16 – GRIEVANCE PROCEDURE

Who has standing to file grievances — unions, employees, or only the Construction Manager?

Per Article 16.2, “grievance” means any difference or dispute concerning the meaning, interpretation, application, administration or alleged violation of this MJA whether between the Contractor and any Employee bound by this MJA (represented by the union), or between the Contractor and a Union and/or the BTBC.

Is the grievance/arbitration process mandatory or optional for non-union employers?

Per section 16.3.2.a if an Employee is not a member of a Union, they may elect to proceed with a grievance on their own, by executing a Grievance Form and proceed to attempt settlement of the Grievance without assistance of the Union.

ARTICLE 20 – HIRING PROCEDURE AND REFERRAL SYSTEM

If referral through a hiring hall is required, can I refuse referred workers who lack required skills or safety certifications?

Yes. Article 20.2.8 acknowledges that “Contractors have the right to refuse employment to any Employee who is not Job Qualified.”

How is “Manitoba Resident” defined and verified?

Per Article 20.1, a “Manitoba Resident” means a person whose primary residence is located within the province of Manitoba.

When engaged on the project, an employee will be asked to complete an MJA Employee Onboarding Form which includes self-declaration of general residency status as either ‘Manitoba Resident’ or ‘Out of Province Resident’. The Fund Administrator will also have residency information as required fund contributions, dues, assessments, etc.

How is “Job Qualified” defined? Is the definition strictly tied to Union standards outlined in Section 20.2.11?

Per Article 20.1, “Job Qualified” means that a candidate for employment meets or exceeds the training, accreditation (i.e. credentials such as certificates and licenses), skill and experience stated in a Job Order.

Per Article 20.2, the Contractor (or subcontractor) will indicate in each Job Order the tasks to be performed and the expected level of competency in performing those tasks, among other things as included in Article 20 of the MJA.

BTBC commits to establishing reference to a qualitative evaluation mechanism should there be claim that an individual is not job qualified. Reliance on industry recognized standards for apprenticeship, certification, licensing, occupational health and safety standards (ie. If an individual is working at heights, they have a valid working at heights certificate. As individuals are remitting to Training Trust Funds, the contractors may request training certification through the union, and this cost would be born unto the training trust fund and not the contractor.

What documentation is required to confirm that non-union employees meet the minimum 200 hours of existing employment?

Per Article 1.2, contractors, including subcontractors are required to complete an attestation form confirming adherence to MJA. The same form will include an attestation that all employees included as part of the bid submission, and if successful, on boarded to work on the project, meet a definition of ‘Current Employees’ under Article 2.7.

Can non-union contractors meet equity objectives through their own recruitment programs?

Yes, non-union contractors, including subcontractors may use established recruitment programs to support MJA target outcomes in relation to Equity Hires as defined in Article 2.10.

However, if successful in the bid process and once onboarded, contractors, including subcontractors must adhere to all established protocols within the MJA remain applicable including hiring procedures as outlined in Article 20.

APPENDICES

Many Union [trade appendices] outline a schedule of four 10-hour days. Is the intent that projects operate on a four-day work week?

The four day, 10-hour per day provisions included in some MJA trade appendices are intended to provide details to allow for the option of a four day, 10-hour per day condensed week at straight time. Ultimately, contractors, including subcontractors will determine a five day or four day work week.

Relevant trade appendices advise that a shift change from a five day to a four day to be mutually agreed upon within one week notice. At the beginning and end of the condensed week period.

GENERAL

What specific documentation must I submit (weekly workforce reports, resident verification, hours by equity category, etc.)?

Per Article 1.2, contractors, including subcontractors are required to complete an attestation form confirming adherence to MJA. The same form will include an attestation that all employees included as part of the bid submission, and if successful, on boarded to work on the project, meet a definition of 'Current Employees' under Article 2.7.

With respect to the financial functions outlined in Article 11, including fund contributions, dues, assessments and initiation fees, the Fund Administrator will onboard contractors, including subcontractors regarding financial details. A templated document to be provided to onboarded contractors and subcontractors. Once onboarded, per Article 11.1.d, each contractor, including subcontractors, are responsible for preparation of remittance reports to the Fund Administrator for the funds, dues, assessments and initiation fees. This is applicable regardless of union or non-union status. A templated document to be provided to onboarded contractors and subcontractors.

Article 20.3, Employment Reports and Forms, includes responsibilities for submitting required reporting which includes forms related to outcomes reporting and examples of the types of information associated with those forms.

With respect to requirements under Article 11 and reporting requirements under Article 20.3, to support the implementation and management of the MJA, and streamline administrative processes, the Fund Administrator, will accept, from each contractor, including subcontractors, the required remittance reports, which will streamline reporting requirements for contractor, including subcontractors.

Contractor and subcontractor onboarding forms will still be required as well as those related to safety. Templated documents to be provided to onboarded contractors and subcontractors.

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APPENDIX NO. 4b – PLUMBING AND PIPEFITTERS (ICI Mechanical Division*)

The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada – Local Union 254

MANITOBA JOBS AGREEMENT (MJA)

ARTICLE 1 – HOURS OF WORK AND OVERTIME

- 1.1** The maximum of eight (8) hours shall constitute a regular day's work beginning at 8:00 a.m. and ending at 4:30 p.m. or 7:00 a.m. to 3:30 p.m. All employees shall be at their place of work at starting time and shall remain at their place of work until quitting time. In the case of an employee being late for an unjust reason, overtime shall not begin until they have worked 8 hours provided overtime is being worked.

A minimum thirty (30) minute lunch period shall be allowed to all employees unless a longer lunch period is mutually agreed to between the Employer and the employee.

The maximum regular work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. or 7:00 a.m. to 3:30 p.m.

- 1.2** If more than two (2) hours of overtime are worked, the Employer shall supply a hot meal at no cost to the employee after the two (2) hours have been worked, and the same provided every four (4) hours thereafter without any loss of time. If two (2) or more hours of overtime are to be worked, a coffee break of fifteen (15) minutes without loss of time shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with meal breaks. In the event the employee elects not to take a hot meal the employee shall be entitled to a fifteen (15) minute break and be paid twenty-five dollars (\$25.00) in lieu of the hot meal and sufficient time to eat.

- 1.3** Two (2) coffee breaks shall be provided to the employee during the normal eight (8) hour working day provided the break does not exceed fifteen (15) minutes each.

Employees must not leave their assigned work area, and if found taking longer than fifteen (15) minutes for any coffee break, they will be warned by the job foreperson.

1.4 Shift Work

- (a) Where work is to be performed on a pre-planned basis the shifts will be designated and paid on the following basis:
- (i) First Shift, Day Shift – Paid as per hours worked (see Article 1.1)

* ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the *Construction Industry Wages Act*, CCSM c C190. The specific provisions incorporated in this Appendix are from the CLRAM / UA Local 254 Mechanical Division Collective Agreement.

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- (ii) Second Shift ("Afternoon Shift") shall receive 10% per hour premium on the base wage rate for all hours worked (prorated for the apprentices based on their level). When overtime hours are worked, the "overtime factor" (i.e. 1 ½ times or 2 times the base wage rate) shall be based off the straight time regular rate and the 10% shift premium shall be added to the overtime factor calculation (i.e. base wage rate x applicable overtime factor + 10% of straight base rate).
- (iii) Third Shift, ("Graveyard Shift") shall receive 10% per hour premium on the base wage rate for all hours worked (prorated for the apprentices based on their level). When overtime hours are worked, the "overtime factor" (i.e. 1 ½ times or 2 times the base wage rate) shall be based off the straight time regular rate and the 10% shift premium shall be added to the overtime factor calculation (i.e. base wage rate x applicable overtime factor + 10% of straight base rate).
- (b) Shifts must be of at least two (2) consecutive nights duration. If the shift is only one (1) evening or night, applicable overtime premium will be paid.
- (c) All second and third shifts performed between 8:00 a.m. Saturday and regular starting time on Monday, shall be paid at two (2) times the regular rate. In addition, a premium of one (1) hour at the regular straight time rate shall be paid, for all these second and third shifts worked.

For clarification purposes:

- (i) Shift premium shall be paid on all second and third shifts worked on or through midnight on Friday night up to 8:00 a.m. the following morning.
- (ii) An employee will receive the applicable overtime premium once eight (8) hours a day or forty (40) hours a week have been worked during the scheduled work week.

- 1.5** For non-industrial work only such overtime shall be paid at the rate of one and one-half (1 1/2x) times the applicable rate Monday to Saturday and double (2x) the applicable rate for all overtime hours worked on Sunday or Statutory Holidays as described within Article 2.1.

ARTICLE 2 – HOLIDAYS AND HOLIDAY PAY

- 2.1** All work performed on Saturday or Sunday and the statutory holidays, as set out in the MJA, shall be paid for at double (2X) the straight time rate.
- 2.2** When any of the Holidays stated in 2.1 fall on a Saturday or Sunday, they will be observed on the following working day which is not a paid holiday (except Remembrance Day and Truth and Reconciliation Day).
- 2.3** Pay for Vacation with pay shall be six percent (6%) of the total base rate earnings.
- 2.4** In lieu of paid statutory and government proclaimed holidays, the Employer shall pay four-point five percent (4.5%) of the total base rate plus vacation pay earnings.

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2.5 Each employee shall be entitled to three (3) weeks annual vacation.

- (a) An employee employed on northern projects will be entitled to three (3) weeks' vacation after he has completed two (2) approved tours of duty.

ARTICLE 3 – PIPING INDUSTRY TRUST FUNDS

3.1 It is mutually agreed that each Employer signatory to this MJA shall contribute to the Piping Industry Trust Funds as outlined in this Article, and each Employer shall be bound to all the rules and regulations contained herein governing the remittance of contributions and the collection of monies. All monies payable to the Trust Funds to be remitted to the Local 254 Piping Industry Trust Funds.

3.2 Unless otherwise specifically set forth in the applicable Trust Agreement the Piping Industry Trust Funds shall be administered by a Board of Trustees composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chairman to be elected annually by the aforesaid members. In the event that the trustees are unable to elect a chairman, the chairman shall be appointed by the Chairperson of the Manitoba Labour Board. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

3.3 It is agreed that timely contributions to the Trust Funds provided in this Appendix are essential for the protection of the beneficiaries. A duly appointed representative of the Board of Trustees shall inspect, by appointment with the Employer, the Employer's payroll to ascertain whether contributions to the Trust Funds have been made as required by this Agreement and, should it be determined that such contributions have not been made, the Employer shall be liable in addition to the contributions for the cost of such inspection and audit. It is also agreed that if after a delinquency of thirty days the Employer has failed to remit these contributions to the Trust Funds, they will be given notice in writing that these contributions must be paid within seven days. If the Employer fails to make the contributions within the stated seven days, it shall not be a violation of this MJA for the Union to withdraw the services of its members from such Employer.

3.4 Where the trustees for the various funds appoint an administrator to administer the affairs of any trust; the trustees shall prescribe the duties to be performed and the appropriate Trust Fund shall absorb the cost of applicable fees and costs. The administrator shall not have voting rights in respect of the affairs of any Trust.

3.5 Training Fund

- (a) The employee and the Employer shall contribute to the Training Fund for all hours worked as set out below.

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- (b) The Employer agrees to deduct and contribute for each employee on the following basis:

	May 1, 2022	May 25, 2023	May 1, 2024	May 1, 2025
Employer Hourly Contribution	\$0.61	\$0.76	\$0.76	\$0.76
Employee Hourly Contribution	\$0.17	\$0.17	\$0.17	\$0.17

3.6 Industrial Promotion

The objective of Industrial Promotion is to support and promote the advancement of the plumbing, heating, pipefitting and mechanical industry.

The Employer agrees to contribute the sum of forty-four cents (\$0.44) (plus GST) per hour for all hours worked by all employees performing work within the jurisdiction of the Union, all contributions will be remitted as per 3.1 of this Article.

3.7 Health and Welfare Fund

- (a) In addition to the hourly rate, the Employer and employees shall contribute to the Local 254 Health and Welfare Fund for all hours worked by the employees performing within the jurisdiction of the Union as follows:

	May 1, 2022	May 25 2023	May 1, 2024	May 1, 2025
Employer Hourly Contribution	\$0.91	\$0.91	\$0.91	\$0.91
Employee Hourly Contribution	\$1.03	\$1.03	\$1.03	\$1.03

Unless otherwise specifically set forth in the applicable Trust Agreement, the Health and Welfare Plan shall be administered by a Board of Trustees, composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chair to be elected annually by the aforesaid members. In the event that the trustees are unable to elect a chair, the chair shall be appointed by the Chairperson of the Manitoba Labour Board. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

3.8 Pension Fund

- (a) In addition to the hourly rate, the Employer and employees shall contribute to the Local Union 254 Pension Fund for all hours earned by all employees performing work within the jurisdiction of the Union as follows (pro-rated to the Journey person contribution amount as per the classification percentages identified in Schedule "B"):

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	May 1, 2022	May 25, 2023	May 1, 2024	May 1, 2025
Employer Hourly Journey person Contribution	\$6.64	\$6.64	\$6.64	\$6.64

In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

- (b) Unless otherwise specifically set forth in the applicable Trust Agreement the Pension Fund shall be administered by a Board of Trustees composed of seven (7) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the Chair to be elected annually by the aforesaid members. In the event that the trustees are unable to elect a chair, the chair shall be appointed by the Chairperson of the Manitoba Labour Board. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights only in the absence of regular members. Equal voting rights for both parties to this Agreement shall be maintained at all meetings of the trustees.

3.9 Payment of All Trust Fund Contributions

- (a) Contributions to all Trust Funds will be made on the basis of full or half hours (hours earned for Pension and hours worked for Health & Welfare, Training and I.P. Funds). These contributions shall be submitted monthly on forms supplied by the Administrator of the Local 254 Piping Industry Trust Funds on or before the 10th day of the month following the month for which such contributions are payable. Such forms to list employees and hourly contributions for each employee. A copy of the above-mentioned form to be retained by the Employer and the remaining copies to be forwarded with one cheque made payable to "The Piping Industry Trust Funds", covering all contributions, to the Administrator of the Local 254 Piping Industry Trust Funds.
- (b) The conditions as previously outlined in Article 3, shall apply to this Agreement. Further to this Agreement, the Union agrees that the Construction Labour Relations Association of Manitoba will be notified of any pre-job conference between the Union and an out of province Contractor. At this pre-job conference all the provisions of the above Trust Funds can be clearly explained to the out of province Contractor so that their obligations to all the Piping Industry Trust Funds will be clearly understood.

ARTICLE 4 – TRAVEL TIME, EXPENSES, MEALS, ETC

4.1 Travel Time

- (a) Employees who are required to work outside the boundaries of the Winnipeg Perimeter Highway or the limits of any other city or town in the province of Manitoba and returning daily shall be on the jobsite at the regular starting time and work a full shift. The Union agrees that any employee who does not show up at starting

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time will have deducted from their pay the amount of time they are late, to the half hour. For example, if any employee is fifteen minutes late, a half hour will be deducted from their pay. The employee will not start work until the half hour or full hour is up.

- 4.2** If not covered by 4.8(a), each employee shall receive travel time expense per kilometer travelled daily on the following basis:

May 1, 2025 Seventy-two cents (**72¢**) per kilometer and yearly thereafter, the travel time expense kilometer rate shall be adjusted by the percentage change in the Statistics Canada Index, for Manitoba Private Transportation costs from March to March.

NOTE: When a project is located outside the thirty-two (32) kilometer free zone (from the Winnipeg Perimeter Highway and/or the boundaries of any city or town), all travel time expense shall be paid from the thirty-two (32) kilometer free zone.

- 4.3** If not covered by 4.8(a), each employee shall receive vehicle expenses per kilometer travelled daily on the following basis:

May 1, 2025 Seventy-two cents (**72¢**) per kilometre for the first five thousand (5,000) kilometres driven and sixty-six (**66¢**) per kilometre thereafter (this will be updated on May 1st yearly thereafter to the most current CRA Automobile Allowance Rate when adjusted by CRA).

NOTE: When a project is located outside the thirty-two (32) kilometer free zone, all vehicle expense will be paid from the Winnipeg Perimeter Highway and/or the boundaries of any city or town.

- 4.4** All distances to be measured by auto odometer following the shortest possible route over which an auto could be reasonably expected to travel. All distances should be doubled, thus allowing for a complete round trip. Distance shall be measured to the nearest whole kilometre, e.g. distance from the Perimeter 2.5 kilometres, total distance would be five kilometres. If the employee must leave the job during the regular working day due to illness or injury or other legitimate reason, they shall be paid the full day's travel expense.

- 4.5** The Employer may provide suitable transportation to and from the job site in lieu of automobile expense. On Industrial Projects, the transportation shall be as mutually agreed at the pre-job conference.

- 4.6** Initial Travel to The Job for Out-of-Town Work
(Applicable to Zone B & C only)

- (a) Travelling time shall be paid in accordance with Article 4.2 and Article 4.3. Initial travel and expenses shall be paid on the first pay day.

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If an employee is transferred between job sites within the same free zone as defined in Article 4.8(d), no additional travel time or travel expenses shall be paid.

- (b) On Zone “B” and Zone “C” projects, employees reporting for work shall receive subsistence allowance for the first initial day of travel to the project, provided they report for the regular starting time the next morning (employee to provide receipts for this extra day on Zone “B” located project). In any case, where the Employer is supplying transportation owned and operated by the Employer and there is a delay caused by mechanical failure or any other cause over which the employee has no control, then the employee shall be paid for the additional time required, as a result of the delay, at the straight time rate up to a maximum of eight (8) hours.
- (c) When the transportation supplied by the Employer is by plane, then travel time shall be determined by actual time spent travelling including a minimum of one-half (1/2) hour boarding time.
- (d) Employees travelling by air and arriving at said destination shall be picked up and taken to proper lodging on arrival and returned to original pickup point at termination or in lieu of the above, the cost of transportation to the airport will be provided in cash. This provision will be effective on termination, only if the employee has complied with the time limits set out in Article 5 of this Appendix.

4.7 Return Travel for Out-of-Town Work (Applicable to Zone B & C only)

- (a) Each employee shall receive travelling time and vehicle expenses as outlined in Article 4.2 and Article 4.3 upon termination, provided they complete the hours scheduled for that day. In any case, where the Employer is supplying transportation owned and operated by the Employer and there is a delay caused by mechanical failure or any other cause over which the employee has no control, the employee shall be paid for the additional time required, as a result of the delay, at the straight time rate up to a maximum of eight (8) hours. When the transportation supplied by the Employer is by plane then travel time shall be determined by actual time spent travelling including a minimum of one-half (1/2) hour boarding time.
- (b) On jobs within 225 km of the Winnipeg Perimeter Highway, return travel time and vehicle expenses will not be paid to any employee who resigns or is discharged for just cause.

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4.8 Out-of-Town Work

- (a) On out of town work the Employer shall furnish first class room and board. The employee agrees to accept same when provided by the Employer.

OR:

ZONE A Within One Hundred Four (104) Kilometres

On out-of-town work located within one hundred four (104) kilometres of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee the lesser of commuting allowance and travel time, in accordance with 4.2 and 4.3 to a maximum amount of:

May 1, 2025 - \$100.50 per day worked.

Employees working scheduled overtime of two or more hours in more than two consecutive shifts per week on work between eighty (80) kilometres and one hundred and four (104) kilometres of the Winnipeg Perimeter Highway, will receive subsistence as per 4.8(a) (ZONE B) for the days overtime is worked.

ZONE B Within One Hundred Four (104) Kilometres and Two Hundred Twenty-Five (225) Kilometres

On out-of-town work located between one hundred four (104) kilometres and two hundred twenty-five (225) Kilometres of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance as follows:

May 1, 2025 - \$173.95 per day worked.

ZONE C Beyond Two Hundred Twenty-Five (225) Kilometres

On out-of-town work located beyond two hundred twenty-five (225) kilometres of the Winnipeg Perimeter Highway, the employer shall reimburse the employee a minimum subsistence allowance as follows:

May 1, 2023 - \$200.70 per day, seven (7) days per week.

(b)

- (i) Effective **May 1, 2025**, and yearly thereafter, the subsistence allowance described in 4.8(a) Zones A, B and C above shall be increased by the percentage change (to the nearest five (5¢) cents) in the Statistics Canada Index for the Cost of All Items, Manitoba from March to March.
- (ii) On projects where living costs are higher than the subsistence allowance, where substantiated by receipts, the daily allowance will be adjusted to conform to the local condition.

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- (iii) All subsistence allowance shall be paid weekly and on a separate cheque if necessary. When an employee is laid off or discharged all subsistence allowance shall be paid up to date, including their last day worked, on the day of layoff or discharge.
- (c) If a holiday occurs during the week, board and room shall be paid for that day provided the employee works at least eight (8) hours on the working day immediately preceding such holiday and the working day immediately following such holiday provided the preceding and following work days occur within a regular work week as defined in Article 1.1. In the event of illness the employee shall be paid up to a maximum of two (2) days board and room during the week upon presentation of a dated medical report. If the employee is required to leave the job early or take a part day off, they shall be paid board and room for that day provided permission is granted from the Employer.
- (d) Where a project is located within the boundaries of a city or town no travel expense will be paid. If a project is located outside the boundaries of a city or town, each employee shall receive as travelling time as per Article 4.2 daily to and from the jobsite. Unless suitable transportation is provided by the Employer, each employee shall receive vehicle expenses in accordance with Article 4.3. The distance will be measured via the shortest practical driving route to the job site office and return.
- (e) Employees residing in the area where a project is located will not be eligible for out-of-town expenses but will receive the daily commuting allowance and travel time as per Articles 4.2 and 4.3, or from their residence, whichever is the shorter distance. The employee's residence shall be as provided on the Local's work referral slip. For additional clarification, the employee must prove permanent residency (i.e. the employee lives in the community) to their Employer and their Union.
- (f) A pre-job conference shall be held on all out-of-town projects, should the Union deem it necessary. If it is mutually agreed, a pre-job conference will be held for any other project.

ARTICLE 5 – TERMS OF EMPLOYMENT FOR OUT-OF-TOWN WORK

- 5.1** Conditions regarding mode of transportation to and from out-of-town jobs and remuneration for same will be explained to the employees by the Employer prior to the start of a job.
- 5.2** On all out-of-town work, two hundred and twenty-five (225) kilometres and over, an employee will take their leave a minimum of three (3) working days away from the jobsite. A return fare, travel time and expense shall be paid the employee from the job site to Winnipeg and return to the job every twenty-eight (28) calendar days.
- 5.3** If the employee leaves the job on their own volition before completing fifty percent (50%) of the appropriate tour, transportation and travel time will not be paid both ways. If after completing fifty percent (50%) of the tour the employee leaves of their own volition the return fare and travel time will not be paid. The employee shall be allowed seven (7) days

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leave for their turnarounds without being terminated unless special permission has been granted by the Employer for more time.

- 5.4** Any employee laid off before completion of tour shall be paid all travel time and expenses per 4.6 and 4.7.
- 5.5** If circumstances are such that there is to be a Christmas shut down on any Construction Project the Employer shall notify the Union thirty (30) days prior to Christmas and they shall mutually agree to conditions of the shutdown.
- 5.6** If no such notice is given by the time limits stipulated above the Contractor has a Christmas shut down then the accumulated days for the employee's wrap around shall continue through the shut down time.

ARTICLE 6 – SAFETY

- 6.1** All power machinery, tools, appliances, power cutting, and threading machines used in connection with work coming under the jurisdiction of the Union either on the job or in the field shop shall be operated by members of the Union.
- 6.2** When men are required to work in hazardous or special dirty areas (i.e., Asbestos, Fiberglass), the Employer shall furnish proper protective equipment including coveralls. Failure to comply, the employee must be reimbursed for loss or damage to their footwear or clothing.
- 6.3** When employees are required to do grinding, welding or other work requiring protective devices, all such protective gear will be supplied by the Employer, including general work gloves.

Where the necessary protection devices are supplied for carrying out the work referred to above, but not utilized by the members performing the work, the employee shall first receive a written warning and if not adhered to, they shall be subject to further disciplinary action up to and including dismissal.

- 6.4** Employees required to work in wet locations (crawl spaces, etc.) or work outdoors in inclement weather, shall be issued with sanitized rubber boots and rain gear by the Employer.
- 6.5** All hard hats, sweat bands, winter liners, safety equipment, safety clothing, rainwear, along with any other protective clothing, devices, etc. prescribed by the Workplace Safety and Health Act, which are issued to the employee will be returned to the Employer at the conclusion of the job for which it was issued. The Employer accepts responsibility for normal wear and tear on receipt of the worn-out articles. Any employee losing or abusing equipment, clothing, safety tools, or devices issued to them may have the cost of these articles deducted from their pay.
- 6.6** Welders' jackets shall be made available for temporary issue to welders when engaged on work requiring additional protection such as, but not limited to, arc air gouging and overhead welding etc.

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- 6.7** Welders' helmets, goggles, protective leather sleeves, and welding gloves or mitts but not welders' leather jacket and pants shall be included in the term safety equipment and safety clothing. In the case of Metatarsal "safety boots", the Employer will contribute one hundred percent (100%) of the cost.
- 6.8** On major projects the Employer with the cooperation of Job Stewards shall hold bi-weekly safety meetings with their employees at practical points throughout the operation and said meeting shall be held during normal working hours.

At the Safety Meetings a review of all accidents occurring subsequent to the previous meeting should be made and all present should be requested to state any unsafe conditions.

Recorded copies of minutes of the Safety Meeting will be provided to the Local Union by the Employer.

ARTICLE 7 – REPORTING TIME

- 7.1** On those jobs where commuting allowance is normally paid the employee reporting under this clause shall receive their normal travel allowance for that day.
- 7.2** Employees called from their residence to work outside their regular shift, on industrial work, shall be paid for such work at double (2X) time, but in no case shall an employee be paid less than two (2) hours at double (2X) time with the exception of residential and commercial calls which shall be not less than one (1) hour at double (2X) time.

ARTICLE 8 – WELDING

- 8.1** All Journeyperson Welders required for certified welding shall report to the job site equipped with an unexpired certificate of qualification valid under the Provincial Regulations. The Certificate shall have an expiry date of at least forty-five (45) days after the referral slip date.
- 8.2** If the Employer requires any additional examining or testing, or if an existing employee is requested by the Employer to retest for a special certificate, the employee's time required for testing and cost of the examination or test will be borne by the Employer.
- 8.3** Should an employee's certificate expire while they are in the employ of an Employer party to this Agreement, the cost of the required annual retest and the time required to take same (up to a maximum of three (3) hours) shall be paid by the Employer, if the employee has worked for that Employer forty-five (45) days prior. If the employee quits within forty-five (45) days they will be required to repay the total cost.
- 8.4** When a welder has been trained for a special certificate, and tested at the Employer's expense, and the welder quits within forty-five (45) days of the test, then the cost of testing time paid by the Employer will be deducted from monies due the employee. The costs of all testing materials and equipment shall be borne by the Employer.
- 8.5** Welders who perform special tests, shall be paid a minimum of four (4) hours pay up to a maximum of eight (8) hours for each successful test.

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ARTICLE 9 – MATERIAL HANDLING AND FABRICATION

- 9.1 Piping two (2) inches in diameter and under shall be fabricated on the job site. Piping over two (2) inches in diameter at the option of the Employer may be fabricated on the job site or in a shop. Unless a part of a dimensioned welded pipe formation, the butt welding of all mill-run lengths, regardless of size shall be done on the job site.
- 9.2 All piping for comfort heating and air conditioning will be fabricated at the job site. This includes Boiler Plants used only for generating steam for Comfort Heating Systems.
- 9.3 Piping requiring heat or other special treatment, or the use of special tools and equipment may be fabricated on the job site or in the shop.
- 9.4 All bends over two (2) inches in diameter may be fabricated on the job site or in a shop.
- 9.5 Where the word “shop” is used in this section, it shall be defined as a Pipe Fabricating Shop under agreement with the United Association or one of the Local Unions.
- 9.6 Shops that are located in Manitoba and signatory to an agreement with Local Union 254 will not be restricted as to whether or not this work is done on the job site or in their shop.
- 9.7 The Union reserves the right to refuse to handle, erect, or install fabricated piping that has not been fabricated by journeymen members of the United Association.

ARTICLE 10 – GENERAL WORKING CONDITIONS

- 10.1 On projects which are too small or of too short duration to make provision of a shelter as set out in the MJA practical, the Employer shall provide a gang box, weatherproof and securely locked for storage of tools and equipment.
- 10.2 In the event that proper toilet facilities, as described in the MJA are not provided, no employee will be penalized for leaving the job in the case of necessity.
- 10.3 Employers shall allow employees sufficient time to put away tools before quitting time.
- 10.4 No member of the Union shall be allowed to drive a vehicle of any description for the purpose of transporting tools or materials unless said vehicle is furnished by the Employer.
- 10.5 No member of Local Union 254 will be allowed to contract, sub-contract, do piece work or trade work. The employees shall not engage in their trade after or before the working day, Saturday, Sunday, or Statutory Holidays for any Employer, other than their regular Employer. The Employer shall notify the Local Union in writing with evidence of any employee doing so. The Union shall discipline its members for violation of its laws, rules and agreements.
- 10.6 Foreperson: They shall be a Journeyperson and member of Local Union 254. The first Foreperson will be responsible for up to a maximum of fifteen (15) workers, subsequent Foreperson will be responsible for up to a maximum of thirteen (13) workers. At the Employer's discretion, a Foreperson may not be required to work on the tools, if they are responsible for less than fifteen (15) workers.

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- 10.7** General Foreperson: On industrial jobs requiring three (3) Forepersons, the Employer shall appoint a General Foreperson. The General Foreperson shall be a journeyperson member of Local Union 254 and will not be required to work with the tools.
- 10.8** Two pair of coveralls will be supplied to all employees who are requested to work in an area which is mutually agreed by the Employer and employee(s) to be extremely dirty. This pair of coveralls will be returned to the Employer upon the completion of the work to be performed in the dirty area. The employee will make every reasonable effort to return the coveralls in good clean condition.
- (i.e.: Renovation or Demolition to Packing House and/or Refineries.)
- 10.9** When the Employer elects to establish a separate tool crib or warehouse facility for this trade, they will give consideration to the employment of older or handicapped members to staff same provided that such members are available, willing and qualified to perform such work in accordance with the standards required.

ARTICLE 11 – TOOLS

- 11.1** The mechanic's tools are their livelihood and should be kept in good condition by the mechanic at all times.
- 11.2** The employee must accept reasonable responsibility for the tools supplied by their Employer and must report the loss of same immediately to their superior.
- 11.3** An employee found misusing company tools shall be held responsible.
- 11.4** Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.
- 11.5** Plumbers and apprentices will supply all necessary tools of their trade up to and including a 10-inch wrench. Steamfitters and pipefitters and their apprentices will supply a 25-foot tape, torpedo level and pliers.

ARTICLE 12 – WAGES

12.1 Base Wage Rates for All Non-Industrial Work:

	May 1, 2022	May 25, 2023	May 1, 2024	May 1, 2025
Journeyperson	\$43.32	\$44.17	\$45.04	\$45.93
General Foreperson (15%)	\$49.82	\$50.80	\$51.80	\$52.82
Foreperson (10%)	\$47.65	\$48.59	\$49.54	\$50.52
5 th year Apprentice (New Journeyperson)	\$40.50	\$41.30	\$42.42 **	\$42.94
4 th year Apprentice	\$34.66	\$35.34	\$36.03	\$36.74
3 rd year Apprentice	\$30.32	\$30.92	\$31.53	\$32.15
2 nd year Apprentice	\$25.99	\$26.50	\$27.02	\$27.56
1 st year Apprentice	\$21.66	\$22.09	\$22.52	\$22.97
Plumber/Steam worker	\$17.33	\$17.67	\$18.02	\$18.37

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(See Schedule "B" for Employer Total Labour Costs)

On Commercial/Institutional/Industrial work, the wages for Plumber/Steamfitter Workers shall be:

Entrance level -----40% of Journeypersons' rate

Plumber/Steamfitter Workers may be employed in accordance with a ratio of one (1) per shop and one (1) for each additional seven (7) Plumber/Steamfitter Journeyperson and Apprentices.

Plumber/Steamfitter Workers shall perform duties assigned in accordance with Schedule "A" attached.

For the duration of this collective agreement all U.A. Local 254 members will dedicate their personal time each year (May 1 to April 30) for the purpose of taking the following training courses (theory and practical training components), maintaining their certificate standing and any re-training required. All training shall take place at the Local 254's Piping Industry Technical College (for Union dispatch purposes the potential employee must also present these same certificates:

- (i) Fall Protection Training
- (ii) Aerial Work Platform Lift Training
- (iii) Confined Space Awareness Training
- (iv) WHMIS 2015 GHS
- (v) Bi-Annual Hearing Testing as per Manitoba Safety and Health Regulations

- 12.2** Apprentices shall take the prescribed courses of the Piping Industry Training Committee of Manitoba. If an apprentice fails to successfully complete each course, they shall not qualify for advancement and shall remain at the same rate of pay until they have successfully completed that course.
- 12.3** Wages shall be paid weekly (unless a current signatory Contractor pays bi-weekly at the date of signing of this Agreement) by cash or cheque, or by direct deposit including all vacation and Statutory Holiday Pay on Thursday, except if a Statutory Holiday falls on Friday, payday will be on Wednesday.
- 12.4** Vacation Pay allowance will be paid to employees weekly (unless a current signatory Contractor pays bi-weekly at the date of signing of this Agreement) on their regular pay day. Such payments shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the employee and the Union agrees that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the employee as provided by the Manitoba Employment Standards Code whether or not the employee takes a vacation during the calendar year.

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- 12.5** Employers not permanently established in the Province of Manitoba for a period of twenty-four (24) calendar months shall be required to pay by cash or certified cheque once weekly. This also includes vacations and statutory holiday pay.
- 12.6** If an employee is laid off or discharged, the Employer will deliver to the Local's office in Winnipeg by courier within three (3) working days of such layoff or discharge, all wages due to the employee. If the Contractor does not deliver such payment within three (3) working days, a fifty dollar (\$50.00) per day penalty will be assessed against the Contractor for each day that it is not delivered.
- 12.7** The Employer agrees to provide each pay period a complete dated statement for each employee showing separate totals of the following:
- Straight time hours paid
 - Overtime hours paid
 - Holiday pay
 - Union deductions
 - And all fund contributions and amounts deducted.
- 12.8** On industrial work, the minimum rate of wages for General Foreperson when responsible for three (3) Forepersons with thirty-five (35) employees (inclusive of Journeypersons and Apprentices) shall be twenty-five percent (25%) above the Journeypersons' rate.
- 12.9** On commercial work the minimum rate of wages for Foreperson shall be ten percent (10%) above the journeypersons' rate.
- 12.10** If the employee has not worked long enough to receive any monies on the regular pay day, they shall be entitled to a pay advance equal to seventy-five percent (75%) of the salary earned.

ARTICLE 13 – MANITOBA APPRENTICESHIP ACT

- 13.1** The ratio of Apprentices to Journeypersons shall be in accordance with the Apprenticeship Act.

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LETTER OF UNDERSTANDING #1

RE: COMPRESSED WORK WEEK

By mutual agreement between the Union and the Employer, a compressed work week of four - ten (10) hours days, at regular straight time rates, may be established Monday through Friday. A compressed work week schedule can be terminated if notice is given on the last day of the current compressed work week.

Applicable for Zone "B" only, an employee shall receive daily subsistence allowance on the basis of days worked plus one additional day to a maximum of seven (7) days.

If overtime is required on a compressed work weekday(s), then meal and breaks as per Article 1.2 will apply with the first overtime meal break commencing at the start of the overtime period.

Should additional day(s) of work be required beyond the scheduled four – ten (10) hour days then subsistence allowance for that week shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week.

In the event that any Holiday specified in Article 2.1 of the Appendix falls during a compressed work week, then such Holiday will be considered a premium time day, and the compressed work week will be reduced accordingly, i.e., 3 - ten (10) hour days. Accordingly, the amount of room and board or "subsistence allowance" will be paid as follows:

- (a) If the Holiday falls on the first or last workday of a compressed work week the employee shall receive room and board or "subsistence allowance" on a "days worked" plus one (1) additional day basis.
- (b) If the Holiday falls between but not on the first or last workday of a compressed work week the employee shall receive room and board or "subsistence allowance" for five (5) days.

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LETTER OF UNDERSTANDING #2

RE: AGE 71 CRA PENSION GUIDELINE

The parties agree that the hourly Employer pension contribution for any employee who is 71 years old (or older) shall receive said pension contribution in the form of “other income” by separate cheque (with all statutory deductions made) for each payroll period worked.

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SCHEDULE "A" – MECHANICAL PLUMBER/STEAMFITTER WORKER

The Mechanical Plumber/Steamfitter Worker shall not install any piping material or hook up of Mechanical equipment. For example, purposes only, and not limited to the following listing, the "Worker" can perform the following duties:

- General housekeeping
- Delivery and truck driving of parts or equipment trucks
- Material handling
- Sleeving (jackhandling)
- Diamond drilling
- Trenching
- Painting supports and pipe
- Buffing and buttering bolts

APPENDIX NO. Xa**MJA****SCHEDULE "B" – EMPLOYER TOTAL LABOUR COST****MECHANICAL 254 NON-INDUSTRIAL WORK MAY 1, 2024 – April 30, 2025**

	% TO JOURNEYPERSON	BASE WAGE RATE	STAT PAY	VACATION PAY	H & W	PENSION	TRAINING	IP	TOTAL
JOURNEYPERSON		\$45.04	\$2.03	\$2.82	\$0.91	\$6.64	\$0.76	\$0.44	\$58.64
NON-INDUSTRIAL GENERAL FOREPERSON @ 15%	115.0%	\$51.80	\$2.33	\$3.25	\$0.91	\$6.64	\$0.76	\$0.44	\$66.13
NON-INDUSTRIAL FOREPERSON @ 10%	110.0%	\$49.54	\$2.23	\$3.11	\$0.91	\$6.64	\$0.76	\$0.44	\$63.63
5TH YEAR APPRENTICE/NEW JOURNEYPERSON	93.5%	\$42.42	\$1.91	\$2.66	\$0.91	\$6.21	\$0.76	\$0.44	\$55.31
4TH YEAR APPRENTICE	80.0%	\$36.03	\$1.62	\$2.26	\$0.91	\$5.31	\$0.76	\$0.44	\$47.33
3RD YEAR APPRENTICE	70.0%	\$31.53	\$1.42	\$1.98	\$0.91	\$4.65	\$0.76	\$0.44	\$41.69
2ND YEAR APPRENTICE	60.0%	\$27.02	\$1.22	\$1.69	\$0.91	\$3.98	\$0.76	\$0.44	\$36.02
1ST YEAR APPRENTICE	50.0%	\$22.52	\$1.01	\$1.41	\$0.91	\$3.32	\$0.76	\$0.44	\$30.37
PLUMBER/STEAMWORKER	40.0%	\$18.02	\$0.81	\$1.13	\$0.00	\$0.00	\$0.00	\$0.44	\$20.40

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APPENDIX NO. 4c – PLUMBING AND PIPEFITTERS (ICI Refrigeration Division*)

The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada – Local Union 254

MANITOBA JOBS AGREEMENT (MJA)

ARTICLE 1 – COMMUTING ALLOWANCE BEYOND THE PERIMETER HIGHWAY OF WINNIPEG

- 1.1** Commuting allowance and travel time allowance shall be computed from the Winnipeg Perimeter Highway or Free Zone, to and from the job-site.
- 1.2** Each employee shall be reimbursed for time spent travelling by arrangement with the Employer in accordance with the following:
- (a) Travel Time: Outside free zone, each employee will be paid at the rate of one hundred (100%) percent of their regular hourly rate of pay.
 - (b) Free Zone: Up to a radius of thirty-two (32) kilometers outside the Winnipeg Perimeter Highway. Included in the free zone are the following locations: Selkirk; Stony Mountain; Stonewall; St. Anne; and Steinbach. When a project is located outside the thirty-two (32) kilometre free zone, all travel time expense will be paid from the Winnipeg Perimeter Highway and/or the boundaries of any city or town.
- 1.3**
- (a) Each employee who by arrangement with their Employer uses their own vehicle shall receive sixty-four point four cents (64.4¢) per kilometre vehicle allowance. The Employer may provide suitable transportation to and from the job site in lieu of the sixty-four point four cents (64.4¢) per kilometre vehicle allowance. Should the Employer elect to supply suitable transportation the employee shall be required to accept same.
 - (b) This distance to be measured by vehicle odometer following a route over which an vehicle could be reasonably expected to travel.
- 1.4** No employee shall be required to accept passengers in their own vehicle.
- 1.5** If an employee must leave the job during the working day due to illness or an injury or other legitimate reason, they shall receive the car allowance, if applicable, and travelling time back to the Perimeter Highway.

* ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the *Construction Industry Wages Act*, CCSM c C190. The specific provisions incorporated into this Appendix are from the CLRAM / UA Local 254 Refrigeration Division Collective Agreement.

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- 1.6** No commuting allowance will be paid to local residents.
- 1.7** The option as to whether to pay commuting allowance as detailed above or whether to pay transportation cost and board and room allowance as detailed in Articles 2, 3 and 4 lies with the Employer.

ARTICLE 2 – TRANSPORTATION COST AND TRAVELLING TIME WITHIN A 162 KILOMETER RADIUS OF WINNIPEG (WHEN COMMUTING ALLOWANCE NOT PAID)

- 2.1** When employees are sent by the Employer to jobs within a one hundred and sixty-two (162) kilometre radius of Winnipeg, transportation to and from the job site plus travel time at the individual's applicable travel time rate for all hours travelled, shall be paid in accordance with Articles 1.1 and 1.2 by the Employer, provided the employee stays on the job to termination of the job or to lay-off whichever is shorter.
- 2.2** By prior arrangement with the Employer, the employee may travel by private vehicle and they shall be paid the equivalent of fares by air or bus and the same amount of travelling time as they would be entitled to if they travelled by one of the above modes of transportation chosen by the Employer. No commuting allowance will be paid to local residents.

ARTICLE 3 – TRANSPORTATION AND TRAVELLING TIME FOR JOBS MORE THAN 162 KILOMETERS FROM WINNIPEG

- 3.1** Employees sent by the Employer to jobs more than one hundred and sixty-two (162) kilometres from Winnipeg while travelling will be entitled to board and to sleeping accommodations, paid in accordance with Articles 1.1 and 1.2 by the Employer, when such accommodation is available.
- 3.2** Transportation to and from the job, from Winnipeg or from an employee's place of residence, whichever is the shorter distance, plus travel time at the individual's applicable travel time rate for all hours travelled up to a maximum of eight (8) hours pay for each twenty-four (24) hours of travel shall be paid for by the Employer.
- 3.3** If an employee quits the job or is discharged for just cause within thirty (30) calendar days the cost of transportation to and from the job if paid by the Employer shall be deducted from their wages.
- 3.4** On all out of town work, three hundred twenty-five (325) kilometres and over, an employee will be entitled to round-trip transportation, travel time, and expenses, to return home, for a period of up to seven (7) calendar days, after twenty-one (21) calendar days on their first tour of duty and all subsequent tours of duty or to termination of the job or to lay-off whichever is the shorter.

Note: the initial travel day to the job site shall count as the first day of the twenty-one (21) calendar day tour of duty (and all subsequent tours).

Note: should the majority of CLRAM Trade Division Collective Agreements change the current 21 and 7 wrap structure, this Appendix will reflect the same change.

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If at the request of the Employer, an employee agrees not to take the seven (7) day leave, they shall be reimbursed their travel time and expenses from the job site to Winnipeg and return on their next regular pay day. If an employee resigns or is discharged for just cause prior to working fifty percent (50%) of the time required to earn their next wrap around, fifty percent (50%) of this amount will be deducted from their final pay.

- 3.5 When the transportation supplied by the Employer is by plane, then travel time shall be determined by actual time spent travelling including a minimum of one (1) hour boarding time.
- 3.6 By prior arrangement with the Employer, the employee may travel by private vehicle and they shall be paid the equivalent of fares by air (provided there is a commercial airline flight to the general site location, otherwise bus or rail) and the same amount of travelling time as they would be entitled to if they travelled by one of the above modes of transportation chosen by the Employer.
- 3.7 The above provisions do not apply to local residents.
- 3.8 Employees travelling by air and arriving at said destination shall be picked up and taken to proper lodging on arrival and returned to point of public transportation at termination, or in lieu of the above, the cost of transportation to the public transportation will be provided in cash. This provision will be effective on termination, only if the employee has complied with the time limits set out Article 26 of the MJA.
- 3.9 Where a project to which Article 3 applies is located within the boundaries of a city or town no commuting allowance will be paid. If a project to which this Article applies is located outside the boundaries of said city or town then commuting allowance as set forth in Article 1 shall be paid.
- 3.10 Members residing in the area where the project is located for a period of six (6) months prior to the start of the project will not be included for out of town expenses but will receive daily commuting allowance as per Article 1.

ARTICLE 4 – BOARD AND ROOM (WHEN COMMUTING ALLOWANCE NOT PAID)

- 4.1 Employees sent to projects outside of the Winnipeg Perimeter Highway by the Employer and not paid commuting allowances as set forth in Article 1 shall be supplied with suitable board and room as long as they are available for work or are remaining in arranged board over the weekend or have been excused for medical reasons.
- 4.2 Board and room will not be paid to local residents.
- 4.3 **Prior Detailing and Acceptance of Arrangements Required:**

The arrangements made by the Employer for board and room and the transportation arrangements made, must be explained by the Employer to the employee and agreed to by the employee before the employee leaves Winnipeg for the job site. Failure by either party to comply with this clause is a breach of this Agreement.

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4.4 **Board and Room Refund:**

Should an employee who is entitled to Board and Room under this Appendix supply their own Board and Room by arrangement with their Employer, they shall receive a Board and Room expense refund of one hundred and seventy-one dollars and fifty cents (\$171.50) per day worked or one thousand two hundred dollars and fifty cents (\$1200.50) per calendar week that they are required to work away from home. If for reasons beyond the employee's control they cannot live on the foregoing rates per day or per seven (7) day week they will be reimbursed for approved receipts rendered. If the employee does not report for work as scheduled, they shall not receive the applicable Board and Room expense refund, unless a medical certificate is provided immediately upon their return to work. (As of May 1 of every year, the subsistence allowance shall be by the percentage change to the nearest twenty-five cents (0.25¢) in the Statistics Canada Index for the cost of all items, March to March).

If an employee works a "maximum work week" as defined in Article 5.1(a), they shall receive one of the following:

- (a) Return transportation costs and straight time travel time
- (b) One additional day of board and room refund up to a maximum of seven (7) days board and room.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

5.1 All work on construction and installation shall be addressed as follows

The maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. with one-half (1/2) hour for lunch or 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour lunch period provided mutually agreed upon between employees and Employer on a specified project and the Union to be notified before such hours commence.

- (a) The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. or 7:00 a.m. to 3:30 p.m. All employees shall be at their place of work at starting time and shall remain at their place of work until quitting time.
- (b) If after the regular eight (8) hour working day overtime is required, it shall be paid at time and one-half (1 1/2x) the straight time rate until starting time 8:00 a.m. the following morning. If the employee continues to work before an eight (8) hour break occurs, they will be paid double time (2x) rates until such time as an eight (8) hour break occurs.

On a Saturday, an employee shall receive double-time (2x) after working eight (8) hours at time-and one-half (1 1/2x).

On Sundays and Stat Holidays as per Article 13.1, the employee shall receive double time (2x) for all hours worked.

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- (c) If more than two (2) hours overtime are worked, the Employer shall supply a hot meal, at no cost to the employee (or **twenty-five dollars (\$25.00)**) in lieu thereof of the hot meal) after the two (2) hours have been worked and the same is provided every four (4) hours thereafter without any loss of time. A coffee break of fifteen (15) minutes without any loss of time shall be provided the employee every two (2) hours alternately with the above mentioned meal breaks.
- (d) Two (2), fifteen (15) minute coffee breaks shall be provided to the employee during the normal eight (8) hour working day.

A fifteen (15) minute coffee break shall be provided after the normal working day if over one (1) hour's overtime is required of an employee.

- 5.2** All construction work defined as a Major Building Construction Project Schedule as defined in the Manitoba Construction Industry Wages Act, shall be addressed as follows:

The maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. with one-half (1/2) hour for lunch or 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour lunch period provided mutually agreed upon between employees and Employer on a specified project and the Union to be notified before such hours commence.

- (a) The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. or 7:00 a.m. to 3:30 p.m. All employees shall be at their place of work at starting time and shall remain at their place of work until quitting time.
- (b) If after the regular eight (8) hour working day overtime is required, it shall be paid at double (2x) the straight time rate until starting time 8:00 a.m. the following morning. If the employee continues to work before an eight (8) hour break occurs, they will be paid double time (2x) rates until such time as an eight (8) hour break occurs.
- (c) If more than two (2) hours overtime are worked, the Employer shall supply a hot meal, at no cost to the employee (or twenty-five dollars (\$25.00) in lieu thereof of the hot meal), after the two (2) hours have been worked and the same is provided every four (4) hours thereafter without any loss of time. A coffee break of fifteen (15) minutes without any loss of time shall be provided the employee every two (2) hours alternately with the above mentioned meal breaks.
- (d) Two (2), fifteen (15) minute coffee breaks shall be provided to the employee during the normal eight (8) hour working day.

A fifteen (15) minute coffee break shall be provided after the normal working day if over one (1) hour's overtime is required of an employee.

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5.3

(a) **Conditions Applicable to all Work no Matter Where Situated**

Premium shift work:

- (i) Premium shift hours shall be defined as those straight time hours worked beyond the limits to which the regular shift working hours may be expanded or adjusted under Article 5.1 and 5.2 by means of starting fresh work crews in lieu of working with the original work crews at overtime rates and includes the working of single shifts outside of the normal working hours.
- (ii) A premium of .125 of the regular straight time rate will be paid for each premium shift hour worked.
- (iii) Overtime payment for shift work shall be at double the applicable rate.
- (iv) For purposes of computing overtime premium applicable for Saturday, Sunday or holiday work the following rules shall apply:

Saturday overtime premium is due from 12:01 a.m. Saturday until 12:00 midnight Saturday, Sunday overtime premium is due from 12:01 a.m. Sunday until 12:00 midnight Sunday. Holiday overtime premium is due from 12:01 midnight on the holiday. The Union accepts that this wording may result in short shifts being worked to avoid payment of overtime premium.
- (v) The starting and quitting time for shift work will be decided by the Employer.
- (vi) Except in the case of an emergency the Union will be notified when shift work is worked.
- (vii) On construction work only all shift work performed between 00:01 a.m. Saturday and 00:01 Monday shall be paid for at double the applicable rate.

(b) **Starting and Quitting Time:**

Workers will be at their place of work at the regular starting time and shall remain until regular quitting time. A suitable signal shall give all starting and quitting times.

5.4 **Compressed Work Week:**

- (a) By mutual agreement between the Union and the Employer, a compressed work week of four (4) - ten (10) hour days, at regular straight time rates, may be established Monday through Friday. A compressed work week schedule can be terminated if notice is given on the last day of the current compressed work week.
- (b) If overtime is required on a compressed work week day(s), then meal and breaks as per Article 5.1 (c) & (d) will apply with the first overtime meal break commencing at the start of the overtime period.

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- (c) Should additional day(s) of work be required beyond the scheduled four (4) – ten (10) hour days then subsistence allowance for that week shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week (subject to Article 4.4(a) being applicable).
- (d) In the event that any Holiday specified in Article 13.1 of the Appendix falls during a compressed work week, then such Holiday will be considered a premium time day, and the compressed work week will be reduced accordingly, i.e. three (3) - ten (10) hour days. Accordingly, the amount of room and board or “subsistence allowance” will be paid as follows:
 - (i) If the Holiday falls on the first or last work day of a compressed work week the employee shall receive room and board or “subsistence allowance” on a days worked plus one (1) additional day basis.
 - (ii) If the Holiday falls between but not on the first or last work day of a compressed work week the employee shall receive room and board or “subsistence allowance” for five (5) days.

ARTICLE 6 – SERVICE WORK

6.1 Service Work:

- (a) **Definition:** Service work is the operation, inspection, adjusting, testing and balancing, evacuation, charging, start-up, servicing, maintenance, replacement and repair of all mechanical equipment including, but not limited to, heating, ventilating and air conditioning systems, refrigeration systems, compressors, pumps, mechanical equipment and all piping systems, controls and components of same, on a regular and/or an emergency call basis as required.
- (b)
 - (i) A maximum of eight (8) hours per day forty (40) hours per week may be worked, Monday through Friday, at the employees regular straight time rate. For Service Work, once ten (10) hours of work has been completed and overtime is about to commence, the employee is entitled to receive an Employer supplied hot meal, at no cost to the employee (or twenty-five dollars (\$25.00) in lieu thereof of the hot meal) and every four (4) hours worked thereafter.
 - (ii) **Compressed Work Week:** By mutual agreement between the Union and the Employer, a compressed work week of four (4) – ten (10) hour days, at regular straight time rates, may be established Monday through Friday. A compressed work week schedule can be terminated if notice is given on the last day of the current compressed work week.

If overtime is required on a compressed work week day(s), then meal and breaks as per Article 5.1 (c) & (d) will apply with the first overtime meal break commencing at the start of the overtime period.

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Should additional day(s) of work be required beyond the scheduled four (4) – ten (10) hour days then subsistence allowance for that week shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week (subject to Article 4.4(a) being applicable).

In the event that any Holiday specified in Article 13.1 of this Appendix falls during a compressed work week, then such Holiday will be considered a premium time day, and the compressed work week will be reduced accordingly, i.e. three (3) - ten (10) hour days. Accordingly, the amount of room and board or “subsistence allowance” will be paid as follows:

- (1) If the Holiday falls on the first or last work day of a compressed work week the employee shall receive room and board or “subsistence allowance” on a days worked plus one (1) additional day basis.
- (2) If the Holiday falls between but not on the first or last work day of a compressed work week the employee shall receive room and board or “subsistence allowance” for five (5) days.

(c) **Overtime:** All overtime hours shall be compensated as follows:

- (i) Monday through Friday at time and one-half times ($1 \frac{1}{2} \times$) the straight time rate. On Service Call outs, Monday through Sunday midnight till 8:00 a.m. (or their normal start time), the employee shall receive two times (2x) the base hourly rate.
 - (ii) Sundays and Stat Holidays (as per Article 13) at two times (2x) straight time rate.
 - (iii) Between 7:00 a.m. and 5:30 p.m., eight (8) hours may be worked on Saturdays at time and one-half ($1 \frac{1}{2} \times$) the straight time rate. All other hours worked on Saturday shall be paid at double the straight time (2x) hourly rate.
 - (iv) Notwithstanding the above, overtime being performed Monday through Friday, where an employee has been working on that which has been in progress for a minimum of two (2) hours prior to the employees normal quitting time will be paid for at the employees straight time rate for the first one (1) hour, and at time and one-half ($1 \frac{1}{2} \times$) the straight time rate for all additional hours worked thereafter.
- (d) When an employee, by arrangement with their Employer is directed to hold themselves available on stand-by to answer service calls, they shall be guaranteed a minimum premium remuneration of two-hundred dollars (\$200.00), Monday to Sunday inclusive.
- (e) If the company requests that a Service Mechanic must wear a uniform/coveralls, the company shall pay one hundred percent (100%) of the cost of such uniform/coveralls. It is understood that the Employer will determine what kind of

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uniform a Service Mechanic will wear. It is agreed that “uniform” shall mean at a minimum, the Employer will supply a company logo work shirt and company logo hat (baseball style). A Service Mechanic shall receive a safety boot reimbursement (receipt required) of three hundred dollars (\$300.00) per calendar year, subject to the Service Mechanic having a minimum employment record of twelve (12) months continuous service with the Employer. Continuous service to include time spent in school for Apprenticeship levels. In the case of Metatarsal “safety boots”, the Employer will contribute “100%” (one hundred percent) of the cost.

- 6.2 When service trucks break down or are otherwise unavailable and the employee is authorized to use their personal automobile for service work in lieu of the service truck and carries the tools, equipment and materials normally carried in the service truck, then they are to be reimbursed for costs of business mileage which will include operation, maintenance, insurance, etc. at a rate of seventy-nine point six cents (79.6¢) per kilometre.
- 6.3 There will be no discrimination against those who do not wish to use their personal automobile. The Employer, at their discretion, may supply a vehicle for such purposes.
- 6.4 In cases when, for the employee’s reasons, the employee has the use of the Employer supplied vehicle to drive from the employee’s place of residence to Employer’s place of business or to the work location, the employee shall, if requested, reimburse the Employer for the use of the vehicle at the rate specified in Article 6.2.

6.5 Continuation of Services:

The Parties agree that there shall be a continuation of services to their clients or customers if the current Agreement term expires. The service employees shall continue to provide services subject to the parties continuing to negotiate in good faith.

ARTICLE 7 – SAFETY AND SANITARY

- 7.1 All power machinery, tools, appliances, power cutting and threading machines used in connection with work coming under the jurisdiction of Union either on the job or in the field shop shall be operated by members of the Union who have been instructed in the proper use thereof.
- 7.2 The Employer will supply all safety equipment and devices required by the Safety Regulations including respirators, goggles for grinding, welding sleeves and gloves for welders, protective rain gear, and disposable hearing protection when same is required.
- 7.3 When workers are required to work in hazardous areas, the Employer shall furnish proper protective clothing. Failure to comply the employee must be reimbursed for loss or damage to their footwear or clothing. Personal clothing to be supplied by the employee. Hard hats are to be supplied by the Employer.

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ARTICLE 8 – TOOLS

- 8.1** A mechanic's tools are their means of livelihood and must be kept in good condition at all times.
- 8.2** The employee must accept responsibility for the tools furnished by the Employer and will be given time to put these tools in the designated place. They must report the breakage or loss of any of these tools immediately to their Superior.
- 8.3** Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.
- 8.4** During the course of their first level of apprenticeship, a 1st Level Apprentice will acquire these (*) tools. By the completion of the 2nd Level of Apprenticeship, the Apprentice will have acquired the complete Journeyperson tool list and the employee shall report to the job with these tools in good condition. It is agreed that the Employer will pay for the cost of repairing or replacing these tools with equivalent tools as long as the tools have been kept in a reasonable condition:

*	9" Torpedo Level
*	Allen Wrenches (set 1/16" to 3/8" and metric equivalent)
*	Combination Wrenches (box and open end, 1/4" to 1-1/4")
*	Cordless Drill (1/2" chuck)
*	Crescent Wrenches (set consisting of 6", 8", 10")
*	Flashlight
*	Hammer
*	Nut Driver Set (1/4 inch to 1/2 inch Sizes)
*	Pipe Wrenches (8", 14", 18")
*	Pliers (needle nose, pump plier, linesman, locking)
*	Screw Drivers (complete set)
*	Side Cutters
*	Socket Set (1/4" drive, 3/8" drive and 1/2" drive)
*	Tape Measure (25')
*	Tinsnips (set of 3 aviation style – 1 each right, left & straight)
*	Tool Box
*	Tube Cutters (1/4" to 1-1/8" & IMP – mini Cutter)
	Ampmeter (CAT IV designation for outdoor use)
	Digital Infrared Thermometer & a Pocket Thermometer
	Electronic Leak Detector (freon type refrigerants)
	Hack Saw (12 inch blade)
	Impact Driver
	Keyhole Saw
	Multimeter (CAT IV designation for outdoor use) HVAC Specific
	Pinch Off Tool
	Punch and Chisel Set
	Refrigeration Flaring Kit
	Refrigeration Test Manifold (suitable for R410)
	Sawzall
	Swedging Kit (1/4", 3/8", 1/2", 5/8")

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- 8.5** The Employer agrees to pay the employee fifty percent (50%) of the cost of tool insurance up to a maximum of eight thousand dollars (\$8,000.00) worth of coverage, upon submission of a receipt from the employee. If a new employee leaves the employ of the Employer within six (6) months of such payment being made, the Employer may deduct said payment from any monies due the employee. In the event of a claim being made for lost or stolen tools, the Employer agrees to pay one hundred percent (100%) of the deductible.
- 8.6** Claim for lost or destroyed tools must be submitted in writing with list of such tools and value thereof, and substantial evidence of loss, satisfactory to the insurance company. Such list must be submitted within ten (10) days of loss unless reason satisfactory to the insurance company can be shown for not having done so.

ARTICLE 9 – APPRENTICES AND APPRENTICE WAGES

9.1

(a) **On Construction & Service Work**

The scale of wages for Apprentices shall be:

1 st 12 months	55% of Journeyperson base wage rate
2 nd year	65% of Journeyperson base wage rate
3 rd year	73% of Journeyperson base wage rate
4 th year	83% of Journeyperson base wage rate
5 th year (has no “B” Gas License Certification)	93% of Journeyperson base wage rate

ARTICLE 10 – WAGES

- 10.1** The hourly wages for the following **Journeyperson** Refrigeration Classifications shall be as detailed in Schedule “A”:

Journeyperson	Red Seal Journeyperson with “B” Gas License/Certification
Journeyperson “A Gas”	Red Seal Journeyperson with “A” Gas License/Certification will receive an additional 5% added to the Journeyperson base rate.

When the Employer appoints a **Foreperson**, they shall receive 10% above the Journeyperson base wage rate.

- 10.2** The wages for **Maintenance Workers** shall be:

- (i) Entrance level----- 40% of Journeyperson rate
- (ii) Experienced level ----- 45% of Journeyperson rate

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Maintenance Workers shall perform duties assigned in accordance with Schedule "B" attached.

ARTICLE 11 – TRUST FUNDS

11.1 Health and Welfare Fund

- (a) In addition to the hourly rate, the Employer shall contribute an amount to the Local 254 Health and Welfare Fund for all hours earned by all employees performing any of the work as described in this Appendix as follows:

	Date of Union Ratification	February 1, 2025	February 1, 2026	February 1, 2027
Employer Contribution	\$0.91/hour	\$0.91/hour	\$0.91/hour	\$0.91/hour
Employee Contribution	\$1.03/hour	\$1.03/hour	\$1.03/hour	\$1.03/hour

- 11.2 Contributions to all Trust Funds will be made on the basis of full or half hours worked. These contributions shall be submitted monthly on forms supplied by the administrator of the Local 254 Piping Industry Trust Funds on or before the 10th (tenth) day of the month following the month for which such contributions are payable. Such forms to list employees and hourly contributions for each employee. A copy of the above mentioned form to be retained by the Employer and the remaining copies to be forwarded with one cheque made payable to "The Piping Industry Trust Funds" covering all contributions, to the administrator of the Local 254 Industry Trust Funds.

- 11.3 The conditions as previously outlined shall apply to this Appendix. Further to this Agreement, the Union agrees that the Mechanical Contractors Association of Manitoba Inc., will be notified of any pre-job conference between the Union and an out-of-province contractor. At this pre-job conference all the provisions of the above trust fund can be clearly explained to the out-of-province contractor so that their obligations to all the Piping Industry Trust Funds will be clearly understood.

11.4 Pension Fund

- (a) In addition to the hourly rate, the Employer shall contribute to the Local 254 Refrigeration Pension Plan for all hours earned by a Journeyperson performing any of the work described in this Appendix as follows:

	Date of Union Ratification	February 1, 2025	February 1, 2026	February 1, 2027
Employer Contribution	\$8.18/hour	\$8.18/hour	\$8.18/hour	\$8.18/hour

NOTE: All Apprentice Pension Contributions are based on the relative percent to Journeyperson as identified in Article 9.1(a) and shown in Schedule "A".

- (b) Unless otherwise specifically set forth in the applicable Trust Agreement the Local 254 Refrigeration Pension Plan shall be administered by the Board of Trustees,

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composed of six (6) persons. The composition of the Board of Trustees shall be three (3) Union nominees, three (3) Employer nominees and the chairperson to be elected annually by the aforesaid members. Each party to this Agreement shall be entitled to elect two (2) alternate members who shall have voting rights for both parties to this Agreement and shall be maintained at all meetings of the Trustees.

- (c) Contributions to all Trust Funds will be made on the basis of full or half hours worked. These contributions shall be submitted monthly on forms supplied by the administrator of the Local 254 Refrigeration Pension Plan on or before the 10th day of the month following the month for which such contributions are payable. Such forms to list employees and hourly contributions for each employee. A copy of the above mentioned form to be retained by the Employer and the remaining copies to be forwarded with one cheque made payable to the administrator of the Local 254 Refrigeration Pension Plan.
- (d) The conditions as previously outlined shall apply to this Appendix. Further to this Agreement, the Union agrees that the Refrigeration Contractors Trade Division will be notified of any pre-job conference between the Union and an out-of-province contractor. At this pre-job conference all the provisions of the above Trust Fund can be clearly explained to the out-of-province contractor so that their obligations to the Refrigeration Pension Plan will be clearly understood.

11.5 Industry Fund

- (a) The Employer shall contribute to the Industry Fund for all hours earned by all bargaining unit employees as set out below:

	February 1, 2025	February 1, 2026	February 1, 2027
Employer Contribution	\$0.25/hour	\$0.25/hour	\$0.25/hour

11.6 Training Trust Fund

- (a) The Employee and the Employer shall contribute to the Training Trust Fund for all hours earned as set out below:

	February 1 2025	February 1, 2026	February 1, 2027
Employer Contribution	\$0.51/hour	\$0.51/hour	\$0.51/hour
Employee Contribution	\$0.12/hour	\$0.12/hour	\$0.12/hour

ARTICLE 12 – WAGES: HOW PAID

- 12.1 Unless other mutually agreeable arrangements are made between the parties wages shall be paid by direct deposit or by cheque weekly and not more than three days' pay shall be held back.

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- 12.2** The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, rate of pay, net pay and company name.
- 12.3** Employers not permanently established in the Province of Manitoba for a period of twenty-four (24) calendar months shall be required to pay by cash or certified cheque once weekly. This also includes vacations and statutory holiday pay.

ARTICLE 13 – HOLIDAYS AND HOLIDAY PAY

- 13.1** All work performed on Saturday or Sunday and the statutory holidays, as set out in article 19 of the MJA, shall be paid for at double the straight time rate.
- 13.2** When any of the holidays stated in article 19 of the MJA fall on a Saturday, or Sunday they will be observed on the following working day(s) which is not a paid holiday, except Remembrance Day and Truth & Reconciliation Day.
- 13.3** Pay for vacation with pay shall be six percent (6%) of the employee's gross earnings. An employee who has ten (10) years of consecutive service with the Employer shall receive vacation pay at the rate of seven percent (7%) of the employee's gross earnings on the tenth (10th) year anniversary date of their employment.
- 13.4** In lieu of Statutory and Government proclaimed holidays, the Employer shall pay four point five percent (4.5 %) of the employee's gross earnings.
- 13.5** Each employee shall be entitled to three (3) weeks annual vacation after one (1) year of employment.
- 13.6** Vacation and statutory holiday pay shall be paid on every regular pay day.
- 13.7** **Bereavement Leave:**
- (a) Subject to an employee having completed one (1) year of continuous service with the Employer, if an employee suffers the loss of an immediate family member (to be defined below), the employee shall receive three (3) days of paid leave. Should the employee require additional time away from work, the employee will be granted, up to, an additional seven (7) days of unpaid leave in conjunction with the original three (3) paid days (a total of ten (10) working days).

"Immediate family" shall be defined as the employees': spouse (including common-law and same-sex partnerships), child (including step-child), grandchild, sister, brother, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, employee's immediate grandparents.

ARTICLE 14 – STANDARDS OF WORK AND LIMITATIONS

- 14.1** Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturday, Sunday, or holidays at less than the overtime rates prescribed herein.

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- 14.2** Disciplinary action is to be taken by both the Union and the Employer against any infraction of this Section.

ARTICLE 15 – TECHNOLOGICAL CHANGE

- 15.1** The provisions of this Section are intended to assist employees affected by any technological change to adjust to the effects of the technological change.
- 15.2** Sections 83, 84 and 85 of the Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Employer and the Union.
- 15.3** In the event of a technological change by a particular Employer that particular Employer shall at the written request of the Union assist their employees affected by the technological change to adjust to the effects of the technological change by providing the Union promptly after the technological change with particulars of which the employees are affected and in what way. That Employer and the Union shall meet and as soon as possible prepare a joint written representation to the training committee (or Joint Labour/Management Committee) specifying what sort of retraining will be required to adjust to the technological change.

The Union and the Employers, acting through their respective organizations will then take action to get any retraining program recommended by the Committee instituted utilizing the assistance available from Employment and Immigration Canada, the Manitoba Department of Labour and the Manitoba Department of Education.

ARTICLE 16 – WELDING

- 16.1** All Journeyperson Welders required for certified welding shall report to the job site equipped with an unexpired certificate of qualification valid under the Provincial Regulations. The Certificate shall have an expiry date of at least forty-five (45) days after the referral slip date.
- 16.2** If the Employer requires any additional examining or testing, or if an existing employee is requested by the Employer to re-test for a special certificate, the employee's time required for testing and cost of the examination or test will be borne by the Employer.
- 16.3** Should an employee's certificate expire while they are in the employ of an Employer party to this Agreement, the cost of the required annual re-test and the time required to take same (up to a maximum of three (3) hours) shall be paid by the Employer, if the employee has worked for that Employer forty-five (45) days prior. If the employee quits within forty-five (45) days they will be required to repay the total cost.
- 16.4** When a welder has been trained for a special certificate, and tested at the Employer's expense, and the welder quits within forty-five (45) days of the test, then the cost of the testing time paid by the Employer will be deducted from monies due the employee. The costs of all testing materials and equipment shall be borne by the Employer.

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SCHEDULE "A" – WAGE TABLE

February 1, 2025	Base Rate	Stat Pay	Vacation Pay	H&W	Pension	Training	Ind Promo	Total
Journey person (Gas "A")	\$45.68	\$2.06	\$2.86	\$0.91	\$8.18	\$0.51	\$0.25	\$60.45
Journey person Long Service (Gas "A")	\$45.68	\$2.06	\$3.34	\$0.91	\$8.18	\$0.51	\$0.25	\$60.93
Journey person	\$43.50	\$1.96	\$2.73	\$0.91	\$8.18	\$0.51	\$0.25	\$58.04
Apprentice 5th Yr	\$40.46	\$1.82	\$2.54	\$0.91	\$7.61	\$0.51	\$0.25	\$54.10
Apprentice 4th Yr	\$36.11	\$1.62	\$2.26	\$0.91	\$6.79	\$0.51	\$0.25	\$48.45
Apprentice 3rd Yr	\$31.76	\$1.43	\$1.99	\$0.91	\$5.97	\$0.51	\$0.25	\$42.82
Apprentice 2nd Yr	\$28.28	\$1.27	\$1.77	\$0.91	\$5.32	\$0.51	\$0.25	\$38.31
Apprentice 1st Yr	\$23.93	\$1.08	\$1.50	\$0.91	\$4.50	\$0.51	\$0.25	\$32.68
Journey person Long Service	\$43.50	\$1.96	\$3.18	\$0.91	\$8.18	\$0.51	\$0.25	\$58.49
Maintenance Entrance Level	\$17.40	\$0.78	\$1.09	\$0.00	\$0.00	\$0.00	\$0.25	\$19.52
Maintenance Experienced	\$19.58	\$0.88	\$1.23	\$0.00	\$0.00	\$0.00	\$0.25	\$21.94

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February 1, 2026	Base Rate	Stat Pay	Vacation Pay	H&W	Pension	Training	Ind Promo	Total
Journeyperson Gas "A"	\$47.04	\$2.12	\$2.95	\$0.91	\$8.18	\$0.51	\$0.25	\$61.96
Journeyperson Long Service (Gas "A")	\$47.04	\$2.15	\$3.44	\$0.91	\$8.18	\$0.51	\$0.25	\$62.48
Journeyperson	\$44.80	\$2.02	\$2.81	\$0.91	\$8.18	\$0.51	\$0.25	\$59.48
Apprentice 5 th Yr	\$41.66	\$1.87	\$2.61	\$0.91	\$7.61	\$0.51	\$0.25	\$55.42
Apprentice 4 th Yr	\$37.18	\$1.67	\$2.33	\$0.91	\$6.79	\$0.51	\$0.25	\$49.64
Apprentice 3 rd Yr	\$32.70	\$1.47	\$2.05	\$0.91	\$5.97	\$0.51	\$0.25	\$43.86
Apprentice 2 nd Yr	\$29.12	\$1.31	\$1.83	\$0.91	\$5.32	\$0.51	\$0.25	\$39.25
Apprentice 1 st Yr	\$24.64	\$1.11	\$1.54	\$0.91	\$4.50	\$0.51	\$0.25	\$33.46
Long Service Journeyperson	\$44.80	\$2.02	\$3.28	\$0.91	\$8.18	\$0.51	\$0.25	\$59.95
Maintenance Entrance Level	\$17.92	\$0.81	\$1.12	\$0.00	\$0.00	\$0.00	\$0.25	\$20.10
Maintenance Experienced	\$20.16	\$0.91	\$1.26	\$0.00	\$0.00	\$0.00	\$0.25	\$22.58

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February 1, 2027	Base Rate	Stat Pay	Vacation Pay	H&W	Pension	Training	Ind Promo	Total
Journeyperson Gas "A"	\$48.45	\$2.18	\$3.04	\$0.91	\$8.18	\$0.51	\$0.25	\$63.52
Journeyperson Long Service (Gas "A")	\$48.45	\$2.18	\$3.54	\$0.91	\$8.18	\$0.51	\$0.25	\$64.02
Journeyperson	\$46.14	\$2.08	\$2.89	\$0.91	\$8.18	\$0.51	\$0.25	\$60.96
Apprentice 5 th Yr	\$42.91	\$1.93	\$2.69	\$0.91	\$7.61	\$0.51	\$0.25	\$56.81
Apprentice 4 th Yr	\$38.30	\$1.72	\$2.40	\$0.91	\$6.79	\$0.51	\$0.25	\$50.88
Apprentice 3 rd Yr	\$33.68	\$1.52	\$2.11	\$0.91	\$5.97	\$0.51	\$0.25	\$44.95
Apprentice 2 nd Yr	\$29.99	\$1.35	\$1.88	\$0.91	\$5.32	\$0.51	\$0.25	\$40.21
Apprentice 1 st Yr	\$25.38	\$1.14	\$1.59	\$0.91	\$4.50	\$0.51	\$0.25	\$34.28
Long Service Journeyperson	\$46.14	\$2.08	\$3.38	\$0.91	\$8.18	\$0.51	\$0.25	\$61.45
Maintenance Entrance Level	\$18.46	\$0.83	\$1.16	\$0.00	\$0.00	\$0.00	\$0.25	\$20.70
Maintenance Experienced	\$20.76	\$0.93	\$1.30	\$0.00	\$0.00	\$0.00	\$0.25	\$23.24

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SCHEDULE "B" – Maintenance Worker Duties

Maintenance Worker duties may be as assigned and generally in accordance with those set out below.

All routine maintenance and inspections regardless of size or location of the mechanical equipment being inspected or maintained, where this work is done as a periodic routine service, inspection and maintenance procedure by the Employer, such as:

- (a) Air filter changing and maintenance thereof.
- (b) All oil greasing.
- (c) All belt adjusting or replacement.
- (d) Cleaning of cooling towers, coils, evaporator and condenser tubes and water treatment.
- (e) General housekeeping.
- (f) Delivery and truck driving of parts or equipment trucks.
- (g) Building systems operation under contract with customer. (Power Engineers)
- (h) In an area where a problem exists with non-union competition, the assignment of Maintenance Mechanics duties (may be adjusted to meet local conditions) (in consultation with the local Union Business Manager).
- (i) Cleaning, repairing, and routine maintenance of solar energy equipment.
- (j) All aspects of residential comfort systems in a residential dwelling.

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LETTER OF UNDERSTANDING – TESTING

The parties agree that the U.A. Local 254 Training Institute shall conduct the certification Welding/Brazing testing and re-testing of members of the Local and Article 16.3 of the Appendix shall no longer apply (the time associated with taking this testing shall not be compensated by the Employer).

The parties further agree to work in a collaborative fashion to lobby the Provincial Government in securing appropriate program funding and authorization from the department of Labour for delivering the testing certificates.

LETTER OF UNDERSTANDING – CHILD CARE

The parties agree to work in a collaborative fashion to attempt to address childcare issues for employees (members of Local 254) that may arise during the term of this Agreement. For clarity, the issue being raised is how individual employees' work schedules can be made to be flexible (where operationally practicable) in order to assist employees who require appropriate childcare services for their children.

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APPENDIX NO. 5 – ELECTRICAL WORKERS (ICI*)

International Brotherhood of Electrical Workers Local Union No. 2085

MANITOBA JOBS AGREEMENT (MJA)

ARTICLE 1 – HOURS OF WORK AND OVERTIME

- 1.1** Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday. Said hours shall be worked between 7:00 a.m. and 4:30 p.m. with a mid-shift unpaid lunch break of thirty (30) minutes and two (2) paid fifteen (15) minute breaks (detailed in Article 1.6). A further mid-shift break option the Employer can use is two (2) mid-shift breaks of thirty (30) minutes each (one thirty (30) minute break will be paid and the other thirty (30) minute break will be unpaid).
- 1.2**
- (a) All hours worked beyond the regular shift Monday to Friday, shall be paid at time and one-half (1 1/2x) the Classification base hourly rate of pay for the first two (2) overtime hours worked and then two times (2x) the Classification base hourly rate of pay for all overtime beyond the first two (2) overtime hours worked.
 - (b) Saturday and Sunday shall be paid at time and one-half (1 1/2x) the Classification base hourly rate of pay for the first ten (10) hours worked and two times (2x) the Classification base hourly rate of pay for all hours after ten (10) hours. Statutory holidays shall be paid at two-times (2x) the Classification rate (except for Easter Monday which shall be paid at time and one-half (1 1/2x) the Classification base hourly rate of pay).
- 1.3** An employee shall be given two (2) hours notice before beginning overtime. All overtime will be evenly distributed by the Employer between all employees working on the job whenever practical and operationally possible.
- 1.4** Notwithstanding Articles 1.1 and 1.2, if mutually agreed upon by the Employer and the Union forty (40) hours may be worked in any four (4) consecutive days Monday to Thursday or Tuesday to Friday at the straight time rate, provided however, that no more than ten (10) hours may be worked at the straight time rates in any one (1) day (hereafter referred to as a compressed work week) with a mid-shift unpaid lunch break of thirty (30) minutes and two (2) paid fifteen (15) minute breaks (detailed in Article 1.6). A further mid-shift break option the Employer can use is two mid-shift breaks of thirty (30) minutes each (one thirty (30) minute break will be paid and the other thirty (30) minute break will be unpaid).

* ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the *Construction Industry Wages Act*, CCSM c C190. The specific provisions incorporated in this Appendix are from the CLRAM / IBEW, Local 2085 Collective Agreement.

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On a Compressed Work Week, all hours worked beyond ten (10) hours per day shall be paid at double time (2x) the Classification base hourly rate of pay for the first two (2) hours worked and then two times (2x) the Classification base hourly rate of pay for all overtime beyond two (2) hours worked.

Any week in which a holiday or day in lieu thereof falls, would have a balance of a thirty (30) hour work week, i.e. three (3) ten (10) hour days.

- 1.5 Employees must take a minimum rest period of eight (8) hours between shifts. Where employees are specifically requested to return to work before the expiration of eight (8) hours, all additional hours performed shall be paid for at the prevailing overtime rate of pay for that type of project. The overtime rate(s) of pay shall continue until a full eight (8) hour rest period has been observed.
- 1.6 Two (2) coffee breaks will be allowed per shift provided employees do not leave the job and the breaks do not exceed fifteen (15) minutes each, abuse of this privilege will be sufficient cause for cancellation of this Article.

Times for coffee breaks shall be at the quarter (1/4) and three quarter (3/4) point of each shift, or as may be mutually agreed upon by the Employer and the Local Union (on a project-by-project basis). Should the coffee break jeopardize the normal progress of work (i.e. concrete pour in hand) the time shall be mutually adjusted for the employees affected. A coffee break of fifteen (15) minutes without any loss of time shall be allowed to employees upon commencement of unscheduled overtime and every two (2) hours alternately with the above mentioned meal breaks.
- 1.7 As per Local 2085's Code of Excellence, all Electrical employees will be on the job at regular starting time and shall remain until regular quitting time except as otherwise specifically provided in this Appendix.
- 1.8 If more than ten (10) hours are worked the Employer shall supply either a hot meal at no cost to the employee at the current (2025) CRA max cash meal allowance of \$23 after the ten (10) hours have been worked and the same provided every four (4) hours thereafter without any loss of time. To be adjusted on May 1, 2026 and each year going forward to the in year CRA max.
- 1.9 If conditions are such that work on any particular job cannot be done within the normal working hours (7:00 a.m. till 4:30 p.m.), then shift work may be instituted (Night Shift/Evening Shift). Shift work shall be defined as work assignments lasting two (2) or more days all or part of the working time being outside the normal working hours, Monday to Friday inclusive. All shift work shall be paid at the rate of time plus ten (10%) percent. Overtime outside the regularly scheduled shift shall be paid at the base classification hourly rate of pay plus ten (10%) percent multiplied by the applicable overtime premium as described in Article 1.2 (a) and (b).
- 1.10 "Scheduled overtime" shall be defined as work performed outside the normal working hours (as per Article 1.1) for a period of more than two (2) consecutive work days. "Unscheduled overtime" shall be defined as work performed outside the normal working

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hours (as per Article 1.1) for a period of equal to or less than two (2) consecutive work days.

- 1.11 The normal “workday” or “days of work” may be altered on the Project by mutual consent of the Affiliate Local Union and the Employer, subject always to all other terms of this Appendix, and such agreement will not be unreasonably withheld.

ARTICLE 2 – STATUTORY HOLIDAYS

- 2.1 Legal, statutory and general holidays each year shall be as set out in the MJA.
- 2.2 No work shall be done on Labour Day except in an emergency as necessary for the protection of life and property. Statutory holidays which are worked shall be paid for at the prevailing overtime rate of pay, in addition to the regular statutory holiday pay. If a statutory holiday(s) falls on a Saturday or Sunday, the closest following work day(s) will be observed.
- 2.3 In lieu of statutory and government proclaimed holidays, the Employer shall pay four and one-half (4.5%) percent of total gross earnings. Gross earnings will be exclusive of subsistence and reimbursable expenses.
- 2.4 Statutory holiday pay shall be paid every pay period or upon termination of employment, whichever is sooner.

ARTICLE 3 – VACATION AND VACATION PAY

- 3.1 Vacation Pay shall be as follows (i.e. as stipulated within *The Employment Standards Code* of Manitoba):
- (a) four percent (4%) of earnings for the first five (5) years of employment.
 - (b) six percent (6%) of earnings after five (5) consecutive years of employment.
- 3.2 The Vacation Pay shall be paid every pay period or upon termination of employment, whichever is sooner.
- 3.3 Each employee shall be entitled to annual vacation to be taken at a time mutually agreed upon by the Employer and the employee as follows:
- (a) three (3) weeks vacation for the first five (5) years of employment.
 - (b) four (4) weeks vacation after five (5) consecutive years of employment.

The Employer may require sufficient notice for scheduling purposes. In addition, written approval confirming the employees’ vacation schedule shall be provided upon request of the employee.

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ARTICLE 4 – WAGES AND DEFINITIONS

- 4.1 The following Red Seal Electrician base wage rates shall apply on the effective date shown:

MAY 1, 2025	MAY 1, 2026
\$44.90	\$45.90

Note: Other Classifications outlined in the attached SCHEDULE “B” – WAGE SUMMARY SCHEDULES.

4.2 **Definitions:**

- (a) **Red Seal Electrician:** An electrical worker who has a current Class H Journeyman electrician's license registered in the Province of Manitoba and has their Construction Electrician Red Seal Designation.
- (b) **Registered Apprentices:** Shall be registered with the Union's Pooled Apprenticeship Agreement (1995) with the Province of Manitoba and be paid in accordance with this Appendix.
- (i) The Employer will check with the Union as to the availability of new apprentices entering the industry.
- (ii) All new apprentices referred by the Union or hired by the Employer will be given a clearance from the Union before going to work.
- (c) **Foreperson:** The Foreperson shall be a Red Seal Electrician and a member of Union 2085. A Foreperson shall be appointed by the Employer as follows, provided they will act in that capacity for a minimum of five (5) working days.

Foreperson (for all work) will receive 105% to 120% of the Red Seal Electrician rate (as determined by the Employer) and will be responsible for between 4-12 employees.

The parties agree that a Foreperson who receives 105% of the Red Seal Electrician base wage rate shall in most circumstances be a “Foreperson in training”. The intent is to ensure that this training of Foreperson is given the opportunity to learn on the job the role of Foreperson and the Contractor and the Union will fully support them in this capacity. To that end the parties agree that a Foreperson at 105% will not normally be responsible for crews higher than 6 workers.

- (d) **General Foreperson:** A General Foreperson shall be a Red Seal Electrician and a member of the Union . A General Foreperson shall not be required to work with tools.

General Foreperson (for all work) will receive between 120% and 135% of the Red Seal Electrician rate (as determined by the Employer.) A General Foreperson can

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be appointed at the discretion of the Employer, or will be appointed at a minimum crew size of 45 employees.

- (e) **Cable Splicer:** A Red Seal Electrician who has been qualified by training and admitted to the status of Journeyperson Cable Splicer by the Union. Cable Splicers shall undertake work in connection with lead covered cables, and other high voltage cables 2,300 volts and higher, involving preparation, splicing and termination.
- (f) **Electrician-Welder:** When an Employer requests an employee to perform welding, this employee shall be a member of the Union, who has completed a recognized plate welders course recognized by the Union and received a Certificate of Proficiency. If the Employer requires any additional examining or testing, or special certificate, the employee's time required for testing and cost of the examination will be borne by the Employer. Should an employee's special certificate expire while in the employ of an Employer party to this Agreement, the cost of the required re-test and the time required to take same (up to a maximum of three (3) hours) shall be paid by the Employer, if the employee has worked for that Employer thirty (30) days prior. If the employee quits within thirty (30) days this employee will be required to repay the total cost.
- (g) **Electrician-Winder:** When an Employer requests an employee to perform winding, this employee shall be a member of the Union, who has completed a recognized winders course recognized by the Union or received on the job training while employed by a Union winding contractor. If the Employer requires any additional training, or special certificate, the employee's time required for training and cost of the training will be borne by the Employer.

ARTICLE 5 – WAGE PAYMENTS

- 5.1** Wages shall be paid every week or two weeks on company time by cheque or by direct automatic bank deposit. Any new Employer not permanently established in the Province of Manitoba for a period of twenty-four (24) calendar months, shall be required to pay on a weekly basis.

In the situation of a new hire having a wait period, in excess of two (2) weeks for pay, the Employer will provide a cheque advance not in excess of wages earned up to the date of the request. The request is to be made five (5) days in advance of the date on which the money will be required.

- 5.2** The Employer agrees to provide each pay period a complete dated statement for each employee showing separate totals of the following:

- (a) Straight time hours paid
- (b) Overtime hours paid
- (c) Statutory holiday pay paid
- (d) Vacation pay paid
- (e) Fund contributions
- (f) Union dues

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The statement shall show all deductions made by the Employer.

- 5.3 Thursday shall be designated pay day.
- 5.4 Vacation pay allowance paid to employees on their regular pay day shall be considered as advance payment for any vacation taken by the employee as provided by *The Employment Standards Code of Manitoba*.
- 5.5 Errors in pay cheques are to be rectified and remitted in a prompt fashion by the Employer within five (5) working days.

ARTICLE 6 – SPECIAL CONDITIONS

- 6.1 Employees called from home to work outside their regular shift shall be paid for such work at the prevailing overtime rate, but in no case shall an employee be paid less than two (2) hours at the prevailing overtime rate, with the exception of residential calls, which shall be not less than one (1) hour at the prevailing overtime rate.
- 6.2 No employee covered by this Appendix will as a condition of employment be obligated to use their own motor vehicle on company business, however, if an employee uses their own vehicle at the request of their Employer, the employee shall be compensated in accordance as below. Employees transferred from job to job will receive compensation for parking on first and last day. Employees transferred from job-site to job-site, on a daily basis, will receive compensation for their parking costs.

Vehicle costs to be paid on the following basis:

Effective **May 1st, 2025** and each year thereafter the parties agree to utilize the allowable in-year CRA Vehicle Allowance per kilometer Guideline in order to ensure that this vehicle cost remains as a non-taxable allowance to the employee. **For May 1, 2025, the current guideline is 72¢/km for the first 5,000 kilometers driven, 66¢/km driven after that.**

- 6.3 On projects outside the boundaries of any city or town and when the air temperature is – 25 degrees Celsius or colder, where car plugs are not available, employees will be allowed 10 minutes immediately prior to their lunch break to start their vehicles.
- 6.4 Employees performing work at elevations of forty-five (45) feet (13.72 metres) or more above the immediate surroundings where there are no rigid platforms or scaffolds shall be paid at the prevailing rate plus one-half (1/2) times the regular rate. This shall include work performed in or above any openings of 24" (60 cm) or larger at this height. All work performed over water, head gates, bridges, spillways, etc., will be paid at the prevailing rate plus one-half (1/2) times the regular rate.

All rigid platforms, scaffolds and accesses shall meet Workplace Health and Safety Regulations. Any mobile lifts (with exception to scissor lifts with out-riggers) shall not be considered rigid platform lifts.

- 6.5 Where height pay is required there shall be a minimum of one (1) hour.

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- 6.6** All major projects shall have a pre-job conference or conferences between the Union and the Contractor upon request of either party.

ARTICLE 7 – REPORTING TIME

- 7.1** For the purposes of Article 18.2 of the MJA, if the employee is contacted prior to leaving for the job site, there shall be no compensation.

In the case of inclement weather (either expected or continuing), the Employer will communicate with the employees on the job, to ensure that all employees understand who is to report to work and who is not (a projected temperature of -30 degrees Celsius or a wind chill factor of -39 degrees Celsius will result in a meeting being called).

- 7.2** When employees are required by the Employer to take a Medical Examination, they shall be reimbursed four (4) hours pay at the regular rate. When employees are required by a prospective Employer to take a pre-employment medical test, they shall be reimbursed one (1) hour at the regular rate upon successfully passing the test on their 1st pay cheque.
- 7.3** Where required by the Employer, check in and check out systems will have a separate system for electricians. When punch clocks are used, no more than five (5) minutes shall be required for punching out once the work shift has concluded, and these devices shall be located in a location that is reasonably located to where the electricians commence their workday for the Project.
- 7.4** Overtime premium will only be provided once the employee has completed the daily regular hours (8 (eight) hours or 10 (ten) hours where applicable) regardless of when the employee commences work on the shift.

ARTICLE 8 – TOOLS

- 8.1** An electrician's tools are the means of their livelihood and the workers shall keep same in good condition at all times. Any of the tools listed in Schedule "A" lost by theft resulting from breaking or entering or destroyed by fire will be replaced by the Employer provided the tools are stored in a secured place as so designated by the Employer on the jobsite in question.
- 8.2** The employee must accept reasonable responsibility for the tools furnished by the Employer and will be given sufficient time to put these tools in their designated place. Breakage or loss of any of these tools must be reported immediately to the supervisor.
- 8.3** An employee found misusing company tools may be held responsible.
- 8.4** The Employer must supply all tools and safety equipment not listed under employee's tool list. The Employer shall furnish instructions/proper procedure manuals for the use of tools and equipment required on the jobsite in question.

ARTICLE 9 – SHELTER, SANITARY ARRANGEMENTS AND SAFETY

- 9.1** In the event that proper toilet facilities are not provided as required by Article 15 of the MJA, no employee will be penalized for leaving the job in case of necessity.

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- 9.2** Further to Article 13.11 of the MJA, all protective clothing and safety equipment including safety hat, safety toe rubber boots, welding jackets, gloves, safety goggles, masks, etc., to be supplied to no cost to the employee.

In areas where acids, chemicals, excessive grease or dust prevail, protective clothing shall be supplied at no cost to the employee.

The employees must accept reasonable responsibility for the safety equipment issued by the Employer and must report the loss, or damage of any of the items so issued, to their Superior or Employer.

9.3

- (a) All work on energized circuits shall be as per the *Workplace Safety and Health Act*.
- (b) Employees will be responsible for placing locks and tagouts on any switch regardless of the voltage or type of construction where workers are liable to be endangered by the closing of such switch and/or where the switch is not directly visible to the worker protected by the open switch. The tag or lock shall be removed only by the worker that attached it.

- 9.4** When an electrician operates an electric crane, hoists, transporters, powered scaffolds (scissor lift hydraulic platform) etc., the operator shall be qualified.

- 9.5** No employee shall operate powder actuated tools unless licensed and qualified.

- 9.6** All Employers party to this Agreement will carry comprehensive liability insurance for all payroll employees covered under this Appendix, as additional named insured's with a cross liability clause.

ARTICLE 10 – STANDARD OF WORK AND LIMITATIONS

- 10.1** Red Seal Electricians shall install all electrical work in a safe and workpersonlike manner and in accordance with Manitoba's Class HC Electrical License and the Project's specific contract specifications as advised and directed by the Employer.

- 10.2** There shall be no limit on production of workers or restrictions on the full use of proper tools or equipment and there shall not be any task work or piece work.

- 10.3** Union members who are working or are offered the number of hours of employment provided by this Agreement by the Employer, shall not be permitted to work at electrical work for anyone who is not a party to this Agreement.

ARTICLE 11 – TRANSPORTATION, TRAVELLING, SUBSISTENCE

11.1

- (a) On jobs located beyond a thirty-two (32) kilometer radius and up to one hundred and four (104) kilometer radius of the Winnipeg Perimeter Highway, transportation will be provided by the Employer. Where an employee is requested by the

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Employer to use their own vehicle, the employee shall be reimbursed car expense per kilometer travelled daily to and from the jobsite, commencing at the Winnipeg Perimeter Highway in accordance with Article 6.2.

- (b) On jobs located beyond a thirty-two (32) kilometer radius and up to one hundred and four (104) kilometer radius of the boundary of each city/town, transportation will be provided by the Employer. Where an employee is requested by the Employer to use their own vehicle and travel beyond the thirty-two (32) kilometer radius, the employee shall be reimbursed car expense per kilometer traveled daily to and from the job site and the boundary of each city/town in accordance with Article 6.2.
- (c) In either (a) or (b) above, should an employee be required to work more than a ten (10) hour shift, the employee will receive board allowance as in 11.2(a) ZONE B (in such situations the employee does not also receive the 11.1 allowances for the day in question).

11.2

- (a) On out of town work the Employer shall furnish acceptable room and board. The employee agrees to accept same when provided by the Employer.

OR

ZONE A WITHIN ONE HUNDRED FOUR (104) KILOMETERS

On out of town work located within one hundred four (104) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee the lesser of Article 6.2 Vehicle Costs or minimum subsistence allowance as follows:

May 1, 2025 - \$100.50 per day worked

Employees working scheduled overtime of more than two (2) hours in more than two (2) consecutive shifts per week on work between eighty (80) kilometers and one hundred four (104) kilometers of the Winnipeg Perimeter Highway, will receive subsistence as per ZONE B for the days overtime is worked.

ZONE B WITHIN ONE HUNDRED FOUR (104) KILOMETERS AND TWO HUNDRED TWENTY-FIVE (225) KILOMETERS

On out of town work located between one hundred four (104) kilometers and two hundred twenty-five (225) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance as follows:

May 1, 2025 - \$173.95 per day worked

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ZONE C BEYOND TWO HUNDRED TWENTY-FIVE (225 KILOMETERS)

On out of town work located beyond two hundred twenty-five (225) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance as follows:

May 1, 2025 - \$200.7 per day, seven (7) days per week = \$1404.9 NOTE

- 1: On a compressed work week, should an employee not be able to return home due to inclement weather which results in the highway closure, the Employer will provide the appropriate additional subsistence allowance on a ZONE applicable basis.**

NOTE 2: Should a ten (10) on four (4) off work schedule be considered, a pre-job meeting must take place between the parties to discuss and resolve the work schedule including overtime implications.

- (b) On projects where living costs are higher than the subsistence allowance, where substantiated by receipts, the subsistence allowance will be adjusted to conform to the Local conditions.
- (c) If a holiday occurs during the week, board and room shall be paid for that day providing the employee works the working day immediately preceding such a holiday and the working day immediately following such a holiday (ZONE B only).
- (d) In the event of illness, the employee's board and room shall be paid up to a maximum of two (2) days during the week providing the Foreperson is notified. Should illness be of such a nature where medical attention is required outside of facilities in the immediate area, transportation costs will be paid by the Employer (ZONE B and ZONE C only).

Should an employee miss part of their shift without an acceptable reason (as determined by the Employer), the employee shall receive only one-half (1/2) day of the applicable ZONE's living out allowance (ZONE B and ZONE C only).

- (e) Effective May 1st, 2025, and yearly thereafter, the subsistence allowance described in 11.2(a) above shall be changed by the percentage change (to the nearest five (5¢) cents) in the Statistics Canada Index for the Cost of All Items Manitoba, from March to March.
- (f) If travelling is done during the normal shift, and after their arrival, time remains on the shift, the employee's time shall commence when signing in at the job site or camp office provided the employee is ready to go to work. If the employees refuse to go to work, they shall be paid travel time only.

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- (g) **INITIAL TRAVEL TO AND FROM THE JOB FOR OUT OF TOWN WORK (ZONE B AND ZONE C ONLY)**
- (i) Automobile expenses shall be paid in accordance with Article 6.2 travelled from the Perimeter Highway of Winnipeg to the actual job site (and upon the member's final return trip from the jobsite at the project's conclusion).
 - (ii) When the transportation supplied by the Employer is by plane or bus, the travel time shall be determined by actual time spent travelling. When an employee chooses to travel by private car, they shall receive transportation compensation cost equal to plane or bus, and the same amount of travelling time.
- (h) When an employee travels by plane as a means of transportation to and from a project, they shall be reimbursed for excess baggage charges for one (1) standard suitcase and a toolbox in excess of regular airline allowance on hire and termination.

11.3

- (a) On out of town work, a return fare and travel time shall be provided every twenty-eight (28) calendar days (i.e. one (1) day travel to the job site, twenty-eight (28) days on site, one (1) day travel out of the site), from job site to point of call and return to job site. Turn arounds must be taken. By mutual agreement between the Employer and the Union a different work schedule can be implemented as required (ZONE C only).
- (b) The employee shall be allowed seven (7) working days leave for their turnarounds without being terminated, unless special permission has been granted by the Employer for more time.
- (c) If the employee leaves the job of their own volition before completing the appropriate tour, return transportation and travel time shall not be paid.
- (d) (a); (b); and (c) above shall apply to all out of town work over a two hundred and twenty-five (225) kilometer radius. Any employee whose services are not required due to lay-off or discharge shall be reimbursed their return fare and travel time and such reimbursements shall not be paid by cheque unless cashing facilities are available.
- (e) On out of town work where a project is located within the boundaries of a city or town provided acceptable accommodations are available, no travel expense will be paid. If a project is located outside the boundaries of a city or town, the employee shall receive travel allowance or transportation as per Article 11.1 where applicable (ZONE B and ZONE C only).

- 11.4** Where an employee travels other than by private car all travel arrangements shall be made by the Employer.

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- 11.5** The first week of board and room expenses (and all subsequent weeks worked), shall be paid in advance to the employee. The advance will be recovered from the employee's final pay on that project (ZONE B and ZONE C only).
- 11.6** Employers shall be responsible for all transportation from point of hire for employees, their tools and baggage, per 11.2(g) to and from living accommodations and job site on hire, leave of absence and termination.

ARTICLE 12 – TERMINATION OF EMPLOYMENT

- 12.1** All employees laid-off, discharged or quitting shall be given a termination ship by the Employer or Employer representative stating the reason or reasons for discontinuing employment, a copy to remain with the Employer. If the employee is not eligible for re-hire, the Employer shall state the reason therefore.
- 12.2** If an employee is fired, quits or laid-off, it is the Employer's responsibility to email to the care of the Union a fully completed version of the Employer's termination document.

ARTICLE 13 – TRUST FUNDS

13.1 Health and Welfare Fund

- (a) The Employer and the Union agree to joint contributions to the Union's Health and Welfare Fund for all hours worked, by all employees covered under this Appendix, at the following rates:

For Commercial/Institutional/Service/Maintenance work:

	May 1, 2025	May 1, 2026
Employer	\$1.00/hr	\$1.00/hr
Employee	\$0.65/hr	\$0.65/hr

- (b) Payment and reporting forms are to be received by the Funds Administrator not later than the tenth (10th) day of the month following the month for which deductions were made. The Employer concerned will not only remain liable to the Trust Fund for the amount of any deductions not so paid, but shall also be responsible for any claim or benefits lost to the employee or employees by reason of the failure to make deductions in the amounts and at times provided herein.
- (c) The Health and Welfare Fund shall be controlled by a Board of Trustees consisting of seven (7) persons. The Composition of the Board shall be four (4) Union nominees and three (3) Employer nominees. The Chairman shall be a Union nominee. A quorum shall consist of five (5) members and the Chairman shall have a vote at such meetings only in the event of a tie.

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13.2 Pension Fund:

- (a) The Employer agrees to the contributions to the Union's Pension Fund for all hours worked, by all Red Seal Electricians, Forepersons and General Forepersons covered under this MJA, at the following rates:

Red Seal Electrician	May 1st, 2025	May 1st, 2026
Employer	\$3.50/hr	\$3.50/hr
Employee	\$2.01/hr	\$2.26/hr

- (b) Payment and reporting forms are to be received by the Funds Administrator not later than the tenth (10th) day of the month following the month for which deductions were made. The Employer agrees to contributions to the Local 2085 Pension Trust Fund for all hours worked, by apprentices for the four (4) levels of apprenticeship covered under this Appendix at the following rates:

	May 1st, 2025	May 1st, 2026
1st Year Apprentice		
Employer	\$1.50/hr	\$1.50/hr
Employee	\$0.80/hr	\$0.90/hr
2nd Year Apprentice		
Employer	\$1.75/hr	\$1.75/hr
Employee	\$1.00/hr	\$1.13/hr
3rd Year Apprentice		
Employer	\$2.28/hr	\$2.28/hr
Employee	\$1.31/hr	\$1.47/hr
4th Year Apprentice		
Employer	\$2.80/hr	\$2.80/hr
Employee	\$1.60/hr	\$1.80/hr

- (c) The Pension Fund shall be controlled by a Board of Trustees consisting of seven (7) persons. The composition of the Board shall be four (4) Union nominees and three (3) Employer nominees. The Chairman shall be a Union nominee. A quorum shall consist of five (5) members and the Chairman shall have a vote at such meetings only in the event of a tie.

13.3 Electrical Industry Promotion Trust Fund

All Employers shall contribute forty-five (45¢) cents per hour, for all hours worked, by all employees covered under this Appendix to the Electrical Industry Promotion Trust Fund.

Payment and reporting forms are to be received by the Funds Administrator not later than the tenth (10th) day of the month following the month for which deductions were made.

The Fund Administrator shall provide on a monthly basis with each remittance to the Construction Labour Relations Association of Manitoba and the Union, a detailed listing of all contributing Employers and the total amount of hours worked for each Employer for

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the following remittances. Such remittance shall be post marked no later than the twentieth (20th) day of each month following the month the hours were worked.

The Fund Administrator shall distribute on a monthly basis to the Electrical Industry Education Trust Fund, an equivalent amount of twenty-five (25¢) cents per hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the Electrical Contractors Industry Fund, an equivalent amount of five (5¢) cents per hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the I.B.E.W., Local 2085, an equivalent amount of five (5¢) cents per hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the C.L.R.A.M. an equivalent amount of ten (10¢) cents per hour worked based on the total contributions received.

13.4 Electrical Industry Education Trust Fund

The Electrical Industry Education Trust Fund shall be controlled by a Board of Trustees consisting of seven (7) persons. The composition of the Board shall be four (4) Union nominees and three (3) Employer nominees. The Chairman shall be a Union nominee. A quorum shall consist of five (5) members and the Chairman shall have a vote at such meetings only in the event of a tie.

ARTICLE 14 – ADMINISTRATION OF AGREEMENT

- 14.1** In order that the terms and provisions of this Appendix be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice a year for the purpose of discussing mutual problems and matters of interest.
- 14.2** Each Employer shall contribute an amount in cent-per-hour, as specified by the C.L.R.A.M., for every hour worked, including waiting and reporting time, by its employees covered under this Appendix; such monies to be used to defray costs, including the expenses of the Construction Labour Relations Association of Manitoba.

ARTICLE 15 – JOINT CONFERENCE COMMITTEE

- 15.1** The Joint Conference Committee shall consist of both Employer and Union Representatives. The Committee shall select a Chairperson and Secretary from the Committee, but not both from the same group.
- 15.2** The Joint Conference Committee shall hold regular meetings at least quarterly, and shall recommend solutions to industry problems to the parties. All matters coming before the Joint Conference Committee shall be decided by a majority vote. Four (4) members of the Committee, two from each of the parties hereto, shall be quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

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- 15.3** The Joint Conference terms of reference shall include all matters concerning the welfare of the trade and the markets of the industry, but in order to promote a spirit of co-operative effort and problem solving at all meeting of the Committee, no grievances will be handled by this Committee.

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SCHEDULE "A" – SCHEDULE OF TOOLS

Tools to be supplied by all Union Members:

QUANTITY	TOOL
1	Hammer
1	Hack saw frame
1	9 Inch level
1	1 Inch by 16 foot metric/standard steel tape
1	3 Blade screw drivers
1	3 Robertson screw drivers
1	Centre punch
1	10 Inch water pump pliers
1	8 Inch linesman type pliers
1	8 Inch diagonal cutters
1	Needle nose pliers
1	Knife
1	Tool punch
1	Tool box
1	Tap wrench handle
1	Set of Allen wrenches – up to 1/2 inch size
1	Chalk line
1	Phillips screw driver
1	Tin snips
1	12 Inch combination square
1	Stubby screw driver set
1	Nut driver set
1	Flashlight - "AA" batteries supplied by Employer
1	Set of wrenches combination 1/4 inch to 3/4 inch
1	Drywall saw
1	Small wire strippers
1	Category 3 proximity tester
1	600 Volt multi meter

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SCHEDULE "B" – WAGE SUMMARY SCHEDULES

May 1, 2025 (4%)

CLASSIFICATION	% To JRNYP	BASE RATE	STAT PAY	VACATION PAY (4%)	HEALTH & WELFARE	PENSION	EIPTF	IP	GROSS TOTAL
RED SEAL ELECTRICIAN	100%	\$44.90	\$2.02	\$1.88	\$1.00	\$3.50	\$0.25	\$0.20	\$53.75
JOB STEWARD	105%	\$47.15	\$2.12	\$1.97	\$1.00	\$3.50	\$0.25	\$0.20	\$56.19
FOREPERSON (MIN)	105%	\$47.15	\$2.12	\$1.97	\$1.00	\$3.50	\$0.25	\$0.20	\$56.19
FOREPERSON	110%	\$49.39	\$2.22	\$2.06	\$1.00	\$3.50	\$0.25	\$0.20	\$58.62
FOREPERSON	115%	\$51.64	\$2.32	\$2.16	\$1.00	\$3.50	\$0.25	\$0.20	\$61.07
FOREPERSON (MAX)	120%	\$53.88	\$2.42	\$2.25	\$1.00	\$3.50	\$0.25	\$0.20	\$63.50
GENERAL FOREPERSON (MIN)	120%	\$53.88	\$2.42	\$2.25	\$1.00	\$3.50	\$0.25	\$0.20	\$63.50
GENERAL FOREPERSON	125%	\$56.13	\$2.53	\$2.35	\$1.00	\$3.50	\$0.25	\$0.20	\$65.96
GENERAL FOREPERSON	130%	\$58.37	\$2.63	\$2.44	\$1.00	\$3.50	\$0.25	\$0.20	\$68.39
GENERAL FOREPERSON (MAX)	135%	\$60.62	\$2.73	\$2.53	\$1.00	\$3.50	\$0.25	\$0.20	\$70.83
1st Year Apprentice	40%	\$17.96	\$0.81	\$0.75	\$1.00	\$1.50	\$0.25	\$0.20	\$22.47
2nd Year Apprentice	50%	\$22.45	\$1.01	\$0.94	\$1.00	\$1.75	\$0.25	\$0.20	\$27.60
3rd Year Apprentice	65%	\$29.19	\$1.31	\$1.22	\$1.00	\$2.28	\$0.25	\$0.20	\$35.45
4th Year Apprentice	80%	\$35.92	\$1.62	\$1.50	\$1.00	\$2.80	\$0.25	\$0.20	\$43.29

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May 1, 2026 (4%)

CLASSIFICATION	% To JRNYP	BASE RATE	STAT PAY	VACATION PAY (4%)	HEALTH & WELFARE	PENSION	EIPTF	IP	GROSS TOTAL
RED SEAL ELECTRICIAN	100%	\$45.90	\$2.07	\$1.92	\$1.00	\$3.50	\$0.25	\$0.20	\$54.84
JOB STEWARD	105%	\$48.20	\$2.17	\$2.01	\$1.00	\$3.50	\$0.25	\$0.20	\$57.33
FOREPERSON (MIN)	105%	\$48.20	\$2.17	\$2.01	\$1.00	\$3.50	\$0.25	\$0.20	\$57.33
FOREPERSON	110%	\$50.49	\$2.27	\$2.11	\$1.00	\$3.50	\$0.25	\$0.20	\$59.82
FOREPERSON	115%	\$52.79	\$2.38	\$2.21	\$1.00	\$3.50	\$0.25	\$0.20	\$62.33
FOREPERSON (MAX)	120%	\$55.08	\$2.48	\$2.30	\$1.00	\$3.50	\$0.25	\$0.20	\$64.81
GENERAL FOREPERSON (MIN)	120%	\$55.08	\$2.48	\$2.30	\$1.00	\$3.50	\$0.25	\$0.20	\$64.81
GENERAL FOREPERSON	125%	\$57.38	\$2.58	\$2.40	\$1.00	\$3.50	\$0.25	\$0.20	\$67.31
GENERAL FOREPERSON	130%	\$59.67	\$2.69	\$2.49	\$1.00	\$3.50	\$0.25	\$0.20	\$69.80
GENERAL FOREPERSON (MAX)	135%	\$61.97	\$2.79	\$2.59	\$1.00	\$3.50	\$0.25	\$0.20	\$72.30
1st Year Apprentice	40%	\$18.36	\$0.83	\$0.77	\$1.00	\$1.50	\$0.25	\$0.20	\$22.91
2nd Year Apprentice	50%	\$22.95	\$1.03	\$0.96	\$1.00	\$1.75	\$0.25	\$0.20	\$28.14
3rd Year Apprentice	65%	\$29.84	\$1.34	\$1.25	\$1.00	\$2.28	\$0.25	\$0.20	\$36.16
4th Year Apprentice	80%	\$36.72	\$1.65	\$1.53	\$1.00	\$2.80	\$0.25	\$0.20	\$44.15

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May 1, 2025 (6%)

CLASSIFICATION	% To JRNYP	BASE RATE	STAT PAY	VACATION PAY (6%)	HEALTH & WELFARE	PENSION	EIPTF	IP	GROSS TOTAL
RED SEAL ELECTRICIAN	100%	\$44.90	\$2.02	\$2.82	\$1.00	\$3.50	\$0.25	\$0.20	\$54.69
JOB STEWARD	105%	\$47.15	\$2.12	\$2.96	\$1.00	\$3.50	\$0.25	\$0.20	\$57.18
FOREPERSON (MIN)	105%	\$47.15	\$2.12	\$2.96	\$1.00	\$3.50	\$0.25	\$0.20	\$57.18
FOREPERSON	110%	\$49.39	\$2.22	\$3.10	\$1.00	\$3.50	\$0.25	\$0.20	\$59.66
FOREPERSON	115%	\$51.64	\$2.32	\$3.24	\$1.00	\$3.50	\$0.25	\$0.20	\$62.15
FOREPERSON (MAX)	120%	\$53.88	\$2.42	\$3.38	\$1.00	\$3.50	\$0.25	\$0.20	\$64.63
GENERAL FOREPERSON (MIN)	120%	\$53.88	\$2.42	\$3.38	\$1.00	\$3.50	\$0.25	\$0.20	\$64.63
GENERAL FOREPERSON	125%	\$56.13	\$2.53	\$3.52	\$1.00	\$3.50	\$0.25	\$0.20	\$67.13
GENERAL FOREPERSON	130%	\$58.37	\$2.63	\$3.66	\$1.00	\$3.50	\$0.25	\$0.20	\$69.61
GENERAL FOREPERSON (MAX)	135%	\$60.62	\$2.73	\$3.80	\$1.00	\$3.50	\$0.25	\$0.20	\$72.10

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May 1, 2026 (6%)

CLASSIFICATION	% To JRNYP	BASE RATE	STAT PAY	VACATION PAY (6%)	HEALTH & WELFARE	PENSION	EIPTF	IP	GROSS TOTAL
RED SEAL ELECTRICIAN	100%	\$45.90	\$2.07	\$2.88	\$1.00	\$3.50	\$0.25	\$0.20	\$55.80
JOB STEWARD	105%	\$48.20	\$2.17	\$3.02	\$1.00	\$3.50	\$0.25	\$0.20	\$58.34
FOREPERSON (MIN)	105%	\$48.20	\$2.17	\$3.02	\$1.00	\$3.50	\$0.25	\$0.20	\$58.34
FOREPERSON	110%	\$50.49	\$2.27	\$3.17	\$1.00	\$3.50	\$0.25	\$0.20	\$60.88
FOREPERSON	115%	\$52.79	\$2.38	\$3.31	\$1.00	\$3.50	\$0.25	\$0.20	\$63.43
FOREPERSON (MAX)	120%	\$55.08	\$2.48	\$3.45	\$1.00	\$3.50	\$0.25	\$0.20	\$65.96
GENERAL FOREPERSON (MIN)	120%	\$55.08	\$2.48	\$3.45	\$1.00	\$3.50	\$0.25	\$0.20	\$65.96
GENERAL FOREPERSON	125%	\$57.38	\$2.58	\$3.60	\$1.00	\$3.50	\$0.25	\$0.20	\$68.51
GENERAL FOREPERSON	130%	\$59.67	\$2.69	\$3.74	\$1.00	\$3.50	\$0.25	\$0.20	\$71.05
GENERAL FOREPERSON (MAX)	135%	\$61.97	\$2.79	\$3.89	\$1.00	\$3.50	\$0.25	\$0.20	\$73.60

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APPENDIX NO. 6 – INSULATORS (ICI*)

The International Association of Heat & Frost Insulators and Allied Workers Local Union 99

MANITOBA JOBS AGREEMENT (MJA)

ARTICLE 1 – HOURS OF WORK AND OVERTIME

Nothing contained herein shall be construed as a guarantee by the Employer for the supply of the daily or weekly hours of work herein set forth.

- 1.1** Provided the applicable overtime premiums are paid, it is agreed that the Employer has the right to require the working of specified amounts of overtime as a condition of hire when same is required to meet the scheduling considerations of any project, and to require the working of overtime reasonably necessary to meet emergency situations.
- 1.2** Conditions Applicable to all work no matter where situated within the Province of Manitoba.
- (a)** Eight (8) hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Appendix.
 - (b)** The regular shift shall normally be worked from 8:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Union when such adjustments occur.
 - (c)** Notwithstanding the above, to allow for flexibility where necessary and due to unforeseen circumstances up to forty (40) hours may be worked in any six (6) days Monday to Saturday, at straight time rates, with notification to the Union office, and with the employees' consent.
 - (d)** When a full eight (8) hour rest period between shifts has not been given to an employee, then one and one-half times (1 1/2x) the regular straight time hourly rate will be paid for all additional hours worked to a maximum of 12 hours worked at which point the employee will then be paid double-time (2x) the regular straight time hourly rate until the employee has had a full eight (8) hour rest period.
 - (e)** Notwithstanding the above, to allow for flexibility on projects, subject to the mutual agreement of the individual employee and the Employer, a maximum of ten (10) hours per day, 40 hours per week may be worked Monday to Friday at the regular straight time rate of pay (i.e. a "compressed work week" schedule), with a mid-shift unpaid lunch break of thirty (30) minutes and two (2) paid fifteen (15) minute

* ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the *Construction Industry Wages Act*, CCSM c C190. The specific provisions incorporated in this Appendix are from the CLRAM / International Association of Heat & Frost Insulators, Local 99 Collective Agreement.

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breaks. A further mid-shift break option the Employer can use is two mid-shift breaks of thirty (30) minutes each (one thirty (30) minute break will be paid and the other thirty (30) minute break will be unpaid).

1.3 Conditions Applicable to all work no matter where situated within the Province of Manitoba.

Except as otherwise herein expressly provided, the following premiums and conditions shall apply:

(a) **Daily Overtime**

If more than the recognized daily hours are worked in any one (1) shift, then such additional hours shall be paid for at the rate of one and one-half times (1 1/2x) the regular straight time hourly rate until twelve (12) hours worked at which the employee will then receive double-time (2x) the regular straight time hourly rate until the shift is completed.

(b) **Saturday Work**

All hours worked on Saturday shall be paid for at the rate of one and one-half times (1 1/2x) the regular straight time hourly rate until twelve (12) hours worked at which the employee will then receive double-time (2x) the regular straight time hourly rate until the shift is completed.

(c) **Sunday and Holiday Work**

All hours worked on Sundays shall be paid for at one and one-half times (1 1/2x) the regular straight time hourly rate until twelve (12) hours worked at which the employee will then receive double-time (2x) the regular straight time hourly rate until the shift is completed. All hours worked on Legal Holidays specified in Article 3.1 of this Appendix, shall be paid for at double (2x) the regular straight time hourly rate.

(d) **Shift Work**

(i) The starting time and quitting time for shift work will be decided by the Employer.

(ii) Overtime for shift work shall be in accordance with the provisions set forth in Articles 1.3(a), (b), and (c) above.

(iii) For purposes of computing overtime premium applicable for Saturday, Sunday and holiday work the following rules shall apply:

Except as elsewhere provided for in this Appendix:

Saturday overtime premium is due from 6:00 a.m. Saturday until 6:00 a.m. Sunday. Sunday overtime premium is due from 6:00 a.m. Sunday until 6:00 a.m. Monday. Holiday overtime premium is due from 6:00 a.m. on the holiday until 6:00 a.m. the following day.

(iv) Except in the case of an emergency the Union will be notified when shift work is worked.

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- (v) An employee who works the majority of their hours between 16:00 hours and 24:00 hours will receive shift premium at the amount of two dollars (\$2.00) per hour above the base hourly rate for all consecutive hours worked. In the case of an employee working the majority of their hours between 00:01 hours a.m. and 08:00 hours they will receive shift premium at the amount of two dollars (\$2.00) per hour above the base hourly rate for all consecutive hours worked.

It is agreed that shift premium will not be paid when an employee is receiving overtime pay under this Appendix

(e) **Alterations, Maintenance, Repair and Service Work**

Notwithstanding the provisions of any other sub-articles in Article 1 if with regard to alterations, maintenance, repair and service work only, conditions are such that work on any particular job cannot be done within the normal hours of work then the work can be done at regular straight time rates during any hours that constitute a shift on that job. No more than eight (8) hours will be worked in any shift at straight time rates. If additional hours are worked on any shift then such additional hours shall be paid for at the rate of time and one-half (1 1/2x) the regular straight time hourly rate.

If the shift ends after the public transit system ceases to run and if the employee has no transportation available then the Employer will supply transportation home.

(f) **Starting and Quitting Time**

Workers will be at their place of work at the regular starting time and shall remain until regular quitting time.

(g) **Lunch Period**

A thirty (30) minute lunch period shall be allowed to all employees on each regular shift, unless otherwise mutually agreed between the Employer and the employees.

(h) **Overtime Lunch Provided by Employer**

Where an employee has not been advised prior to reporting for their shift that they will be working an extended shift, they shall be provided with an adequate meal at the Employer's expense after the first two (2) overtime hours provided it appears likely that more than an hour's work remains to be done, and every four (4) overtime hours thereafter. All employees will be given at least a one-half (1/2) hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.

(i) **Coffee Breaks**

A fifteen (15) minute break opportunity will be allowed for employees to partake of non-alcoholic drinks twice in each regular shift, once in the first half of the shift and once in the second half of the shift, when such drinks are available on the job site. A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any employee abusing this privilege. A further mid-shift break option the Employer can use is two (2) mid- shift

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breaks of thirty (30) minutes each (one thirty (30) minute break will be paid and the other thirty (30) minute break will be unpaid).

If more than two (2) hours overtime is going to be worked, a coffee break without loss of time shall be allowed to employees upon commencement of the overtime. Any employees working an extended shift will, in addition to the above, be allowed such a break after the first four (4) hours of overtime, and every two (2) hours thereafter.

ARTICLE 2 – WAGES – HOW PAID

- 2.1** Unless other mutually agreeable arrangements are made between the parties, or unless other arrangements are already in effect prior to the conclusion of this MJA, wages shall be paid in cash, cheque, or by direct deposit once a week on the job site during working hours and not more than two (2) days' pay shall be held back.
- 2.2** The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name.
- 2.3** The Employer will provide a slip for subsistence allowance stating the job and date.
- 2.4** Employers will ensure that the applicable commuting/mileage allowance and/or subsistence allowance shall be paid to the employee no later than three (3) working days after the employee commences employment.

ARTICLE 3 – LEGAL HOLIDAYS

- 3.1** Legal, statutory and general holidays each year shall be as set out in the MJA.
- 3.2** When Christmas Day, New Year's Day or Canada Day falls on a Saturday or Sunday, the parties may, by mutual consent, agree to an alternate day off.
- 3.3** Whether or not an employee works on any of the mentioned legal, statutory, general or civic holidays, they shall receive in lieu of paid holidays, four point five (4.5%) percent of their gross hourly rate for each hour worked (gross hourly rate shall be deemed to mean their base hourly rate plus six percent (6%) of same).
- 3.4** The employee shall receive this allowance at the time and under the conditions set fourth in The Employment Standards Code.

ARTICLE 4 – ANNUAL VACATION AND VACATION PAY

- 4.1** Annual vacation will be arranged as provided in The Employment Standards Code.
- 4.2** Vacation Pay allowance will be accumulated for the credit of each employee at the rate of six (6%) percent of the employee's standard hourly rate for each hour worked.
- 4.3** Advance payment in lieu of pay at time of vacation in the amount set forth in Article 4.2 above shall be added to each employee's weekly wages and taxed on each pay period.

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ARTICLE 5 – TOOLS – WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- 5.1** A tradesperson's tools are their means of livelihood and must be kept in good condition at all times.
- 5.2** The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given time to put these tools and equipment in the designated place. They must report the breakage or loss of any of these tools and equipment immediately to their Superior.
- 5.3** An employee found misusing company tools or equipment may be held responsible.
- 5.4** Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
- 5.5** The Employer will be responsible for compensation for tools and equipment destroyed by fire or loss by breaking and entering from a storage place provided by the Employer.
- 5.6** Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss. Such list must be submitted within five (5) working days of loss unless good reason can be shown for not having done so.
- 5.7** Journeypersons and Apprentices shall be required to supply the ordinary hand tools and equipment of the Trade.
- 5.8** "Tools and Equipment" as used in Articles 5.5, 5.6 and 5.7 shall be defined to mean:
 - (a)** The tools and equipment of the trade as listed in Article 5.10 below.
 - (b)** Such other tools and equipment as the Employer and the employee shall mutually agree are required for work on that project.
- 5.9** An approved respirator shall be furnished by the Employer on request. Replacement respirators will be furnished by the Employer on request. Replacement respirators will be provided at no cost, only when the used respirator is turned into the Employer's representative, and is obviously unfit for further use. If the used respirator is not turned in the cost of the new respirator will be deducted from the employees pay. A supply of respirator filters shall be available at no cost to the employee.

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- 5.10** All persons working at the Insulation Trade will provide themselves with the following tools as a minimum required by the trade:

Tool List:	3rd & 4th Year	2nd Year	1st Year
1 tool pouch or carryall	X	X	X
1 16ft tape	X	X	X
1 pair 7" or 8" nippers	X	X	X
1 knife	X	X	X
1 banana knife or utility knife	X	X	X
1 scissors	X	X	X
2 Metal Masters (M1 & M2)	X	X	X
1 pointer trowel, 5" or 6"	X	X	X
1 pruning saw	X	X	
1 keyhole saw	X	X	
1 scratch awl	X		
1 hammer	X		
1 set of dividers	X		
1 screwdriver set	X		
1 12" tin snips	X		
1 flat trowel, 4 1/2" x 11"	X		

- 5.11** The Employer shall furnish and maintain without charge to the employee:

- all necessary power tools
- all necessary protective devices
- handcleaner and protective face cream (vas.)
- special brushes and staple gun
- all metal cutting tools that are worn out or damaged due to work on stainless steel metal

The Employer will provide work gloves (leather palm) upon request of the employee. The employee will return worn-out work gloves to their Employer prior to receiving a new pair. The Employer will provide coveralls to employees who are working with foam glass, mastics and bulk adhesive products. The employee will return worn-out coveralls to their Employer prior to receiving a replacement pair at no charge and will return the coveralls when the work in question is completed.

- 5.12** The employee shall be responsible for the return in good condition of all protective devices, power tools, tools and protective clothing issued by the Employer. The Employer accepts the responsibility for normal wear and tear. The employee may be charged depreciated replacement cost for lost or abused items.

ARTICLE 6 – SHELTER, SANITARY ARRANGEMENTS AND SAFETY

- 6.1** Should the duration or the size of the project make it impractical for a storage shelter as described in Article 15 of the MJA to be provided, the Employer will supply a securely

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locked “gang box” in which the employees may store their tools with due regard to the safety thereof.

- 6.2 Further to Article 13.10 of the MJA, the parties agree that the Employer will provide one new hard hat (including liner) per year when required provided the old hat is returned to the Employer at that time.
- 6.3 No smoking or coveralls will be allowed in the Employer’s designated lunchroom.
- 6.4 Employees shall be given five (5) minutes to wash their hands prior to their lunch break and prior to the end of the daily work shift.

ARTICLE 7 STANDARD OF WORK AND LIMITATIONS

- 7.1 There shall be no limit on production of workpeople or restriction on the full use of proper tools or equipment and there shall not be any task work or piece work. The value of production incentive plans is acknowledged by the parties in this Agreement.
- 7.2 It is agreed that the Union will not allow its members to contract for any work on a labour basis. Further, the Union will not allow its members to work for an Employer not signatory to this Agreement for less wages than set forth in this Appendix.
- 7.3 Members of the Union shall not work at their trade for hire for anyone after completing their day’s work for their regular Employer nor will they work for other Employers on Saturday, Sunday, holidays or their scheduled days off at less than the overtime rates prescribed herein.
- 7.4 Disciplinary action is to be taken by both Union and the Employer against any infraction of this Article.
- 7.5 The employee has the right to refuse to continue working beyond twelve (12) consecutive hours on a daily shift.

ARTICLE 8 – COMMUTING BETOND THE BOUNDARIES OF THE OUTER PERIMETER HIGHWAY

When an employee, by arrangement with the Employer, commutes to a job beyond a thirty-two (32) kilometre radius free zone of the outer Winnipeg Perimeter Highway, they shall receive the following travel time allowance from the outer edge of the free zone to the job site and return to the free zone, or from their place of residence and return, whichever is the lesser distance.

- 8.1 If transportation is supplied by the employee, they shall receive compensation for each road km in accordance with the terms set forth in the preamble on the following basis:

Effective May 1, 2025, 72¢/km for the first 5000 kilometres driven, **66¢/km** driven after that. (this will be adjusted on May 1, 2026 and each year thereafter on May 1st, to the current in-year applicable CRA Automobile Allowance mileage rate).
- 8.2 If transportation meeting all legal requirements is supplied by the Employer, no transportation cost allowance shall be paid to the employee.

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- 8.3** An allowance of thirty-two cents (\$0.32) per km will be paid in lieu of travel time for each road km travelled under the terms and conditions set forth in the preamble to each employee.

ARTICLE 9 – TRANSPORTATION AND TRAVEL TIME AND BOARD AND ROOM

9.1 Travel Time

Employees who are required to work outside the boundaries of the Winnipeg Perimeter Highway or the limits of any other city or town in the province of Manitoba and returning daily, shall be on the jobsite at the regular starting time and work a full shift. The Union agrees that any employee who does not show up at starting time will have deducted from their pay the amount of time he is late, to a minimum of fifteen minutes. For example, if any employee is five minutes late, then fifteen minutes will be deducted from their pay. The employee will not start work until the half hour or full hour is up.

- 9.2** If not covered by Article 9.8, each employee shall receive travel time expense per kilometer travelled daily on the following basis:

Seventy-two (72¢) cents per kilometer and effective May 1, 2025 and yearly thereafter, the travel time expense kilometer rate shall be adjusted by the percentage change in the Statistics Canada Index, for Manitoba Private Transportation costs from March to March.

NOTE: When a project is located outside the thirty-two (32) kilometer free zone (from the Winnipeg Perimeter Highway and/or the boundaries of any city or town), all travel time expense shall be paid from the thirty-two (32) kilometer free zone.

- 9.3** If not covered by Article 9.8, each employee shall receive vehicle expenses per kilometer travelled daily on the following basis:

Seventy-two (72¢) per kilometer for the first 5000 kms driven and then Sixty-six (66¢) per kilometer thereafter. This will be adjusted on May 1, 2025 and each year thereafter on May 1st, to the current in-year applicable CRA Automobile Allowance mileage rate.

NOTE: When a project is located outside the thirty-two (32) kilometer free zone, all vehicle expenses will be paid from the Winnipeg Perimeter Highway and/or the boundaries of any city or town.

- 9.4** All distances to be measured by auto odometer following the shortest possible route over which an auto could be reasonably expected to travel. All distances should be doubled, thus allowing for a complete round trip. Distance shall be measured to the nearest whole kilometer; e.g. distance from the Perimeter two point five (2.5) kilometers, total distance would be five (5) kilometres. If the employee must leave the job during the regular working day due to illness or injury or other legitimate reason, they shall be paid the full day's travel expense.

- 9.5** The Employer may provide suitable transportation to and from the job site in lieu of automobile expense, as may be agreed upon by the parties.

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9.6 **Initial Travel to the Job for Out of Town Work** (Applicable to Zone B & C only)

- (a) Travelling time shall be paid in accordance with Article 9.2 and Article 9.3. Initial travel and expenses shall be paid on the first payday.

If an employee is transferred between job sites within the same free zone as defined in Article 9.8(d), no additional travel time or travel expenses shall be paid.

- (b) On Zone "B" and Zone "C" projects, employees reporting for work shall receive subsistence allowance for the first initial day of travel to the project, provided they report for the regular starting time the next morning (employee to provide receipts for this extra day on Zone "B" located project). In any case, where the Employer is supplying transportation owned and operated by the Employer and there is a delay caused by mechanical failure or any other cause over which the employee has no control, then the employee shall be paid for the additional time required, as a result of the delay, at the straight time rate up to a maximum of eight (8) hours.
- (c) When the transportation supplied by the Employer is by plane, then travel time shall be determined by actual time spent travelling including a minimum of one-half (1/2) hour boarding time.
- (d) Employees travelling by air and arriving at said destination shall be picked up and taken to proper lodging on arrival and returned to original pickup point at termination or in lieu of the above, the cost of transportation to the airport will be provided in cash. This provision will be effective on termination, only if the employee has complied with the time limits set out below:

If the employee leaves the job on their own volition before completing fifty (50%) percent of the appropriate tour, transportation and travel time will not be paid both ways. If after completing fifty (50%) percent of the tour the employee leaves of their own volition the return fare and travel time will not be paid. The employee shall be allowed seven (7) days leave for their turnarounds without being terminated unless special permission has been granted by the Employer for more time.

9.7 **Return Travel for Out of Town Work** (Applicable to Zone B & C only)

- (a) Each employee shall receive travelling time and vehicle expenses as outlined in Article 9.2 and Article 9.3 upon termination, provided they complete the hours scheduled for that day. In any case, where the Employer is supplying transportation owned and operated by the Employer and there is a delay caused by mechanical failure or any other cause over which the employee has no control, the employee shall be paid for the additional time required, as a result of the delay, at the straight time rate up to a maximum of eight (8) hours. When the transportation supplied by the Employer is by plane then travel time shall be determined by actual time spent travelling including a minimum of one-half (1/2) hour boarding time.

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- (b) On jobs within two hundred and twenty-five (225) kilometres of the Winnipeg Perimeter Highway, return travel time and vehicle expenses will not be paid to any employee who resigns or is discharged for just cause.

9.8 Out of Town Work

- (a) On out of town work the Employer shall furnish first class room and board. The employee agrees to accept same when provided by the Employer.

OR:

ZONE A Within One Hundred Four (104) Kilometres

On out-of-town work located within one hundred four (104) kilometres of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee the lesser of commuting allowance and travel time, in accordance with Articles 9.2 and 9.3 to a maximum amount of:

\$103.80 per day worked.

Employees working scheduled overtime of more than two (2) hours on work between eighty (80) kilometres and one hundred and four (104) kilometres of the Winnipeg Perimeter highway will receive subsistence as per Article 9.8 (Zone B).

ZONE B Within One Hundred Four (104) Kilometres and Two Hundred Twenty-Five (225) Kilometres

On out of town work located between one hundred four (104) kilometres and two hundred twenty-five (225) kilometres of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance as follows:

\$173.90 per day worked.

ZONE C Beyond Two Hundred Twenty-Five (225) Kilometres

On out of town work located beyond two hundred twenty-five (225) kilometres of the Winnipeg Perimeter Highway, the employer shall reimburse the employee a minimum subsistence allowance as follows:

\$200.90 per day, seven (7) days per week.

- (b) Other conditions:
 - (i) Effective May 1, 2025, and yearly thereafter, the subsistence allowance described in Article 9.8(a) Zones A, B and C above shall be increased by the percentage change (to the nearest five (5¢) cents) in the Statistics Canada Index for the Cost of All Items, Manitoba from March to March.

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- (ii) On projects where living costs are higher than the subsistence allowance, where substantiated by receipts, the daily allowance will be adjusted to conform to the local condition.
 - (iii) All subsistence allowance shall be paid weekly and on a separate cheque if necessary. When an employee is laid off or discharged all subsistence allowance shall be paid up to date, including their last day worked, on the day of layoff or discharge.
- (c) If a holiday occurs during the week, board and room shall be paid for that day provided the employee works at least eight (8) hours on the working day immediately preceding such holiday and the working day immediately following such holiday provided the preceding and following work days occur within a regular work week as defined in Article 1.2. In the event of illness the employee shall be paid up to a maximum of two (2) days board and room during the week upon presentation of a dated medical report. If the employee is required to leave the job early or take a part day off they shall be paid board and room for that day provided permission is granted from the Employer.
- (d) Where a project is located within the boundaries of a city or town no travel expense will be paid. If a project is located outside the boundaries of a city or town, each employee shall receive as travelling time as per Article 9.2 daily to and from the jobsite. Unless suitable transportation is provided by the Employer, each employee shall receive vehicle expenses in accordance with Article 9.3. The distance will be measured via the shortest practical driving route to the job site office and return.
- (e) Employees residing in the area where a project is located will not be eligible for out of town expenses but will receive the daily commuting allowance and travel time as per Articles 9.2 and 9.3, or from their residence, whichever is the shorter distance. The employee's residence shall be provided by the employees to the Employer at the point of hire. For additional clarification, the employee must prove permanent residency (i.e. the employee lives in the community) to their Employer and their Union.
- (f) A pre-job conference shall be held on all out of town projects, should the Union deem it necessary. If it is mutually agreed, a pre-job conference will be held for any other project.

9.9 Additional Terms of Employment for Out of Town Work

- (a) Conditions regarding mode of transportation to and from out of town jobs and remuneration for same will be explained to the employees by the Employer prior to the start of a job.
- (b) On all out-of-town work, two hundred and twenty-five (225) kilometres and over, an employee will take their leave a minimum of three (3) working days away from the jobsite. A return fare, travel time and expense shall be paid the employee from the job site to Winnipeg and return to the job every twenty-eight (28) calendar days.

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All wrap periods shall comprise of twenty-nine (29) calendar days (one (1) day travel and twenty-eight (28) calendar days work on site thereafter).

- (c) If the employee leaves the job on their own volition before completing fifty (50%) percent of the appropriate tour, transportation and travel time will not be paid both ways. If after completing fifty (50%) percent of the tour the employee leaves of their own volition the return fare and travel time will not be paid. The employee shall be allowed seven (7) days leave for their turnarounds without being terminated, unless special permission has been granted by the Employer for more time.
- (d) Any employee laid off before completion of tour shall be paid all travel time and expenses per Articles 9.6 and 9.7.
- (e) If circumstances are such that there is to be a Christmas shut down on the Project the Employer shall notify the Union thirty (30) days prior to Christmas and they shall mutually agree to conditions of the shut down.
- (f) If no such notice is given by the time limits stipulated above the Employer has a Christmas shut down then the accumulated days for the employee's wrap around shall continue through the shut down time.

ARTICLE 10 – TERMINATION OF EMPLOYMENT

- 10.1** If after seven (7) days the Employer has failed to provide payment to the employee as stipulated in Article 26.2 of the MJA, the Employer will be required to pay an additional four (4) hours straight time pay to the former employee for each day beyond the seven (7) that the former employee has not received their final pay.

ARTICLE 11 WAGES & CLASSIFICATIONS

11.1 Collective Agreement Classifications and Base Hourly Wage Rates

(a) A Journeyperson shall be:

- (i) A Journeyperson (Heat & Frost) who holds a current Red Seal Journeyperson License (Ticket) for this trade.
- (ii) Anyone with a Journeyperson certificate from a Provincially-recognized Apprenticeship Authority/Branch.
- (iii) Anyone who has learned the skills by working in the Insulation Trade for at least six (6) years and is recognized as such by both parties to this Agreement.

Journeyperson Base Hourly Wage Rate

May 1, 2025
\$38.37

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- (b) **Construction Worker** shall be paid at a base hourly rate as per the matrix below and as per Schedule "A" to this Appendix (**NOTE: this classification is not eligible for pension, health & welfare, training, education and hazard fund Employer and/or employee contributions**). A Construction Worker shall be employed for no longer than a total of six (6) months from date of hire, at which point the Employer must either enrol them as a first year Apprentice or terminate their employment.

Construction Worker Base Hourly Wage Rate:

May 1, 2025
\$18.12

Note: Construction Worker (CW) ratio to all other classifications shall be one (1) CW to ten (10) other (Journeyman and Apprentice) employees.

11.2 Insulator Apprentices

- (a) **Rates of Pay** (as per Schedule "A" to this Appendix):

1st Year Apprentice	58% of Journeyman Base Hourly
2nd Year Apprentice	69% of Journeyman Base Hourly
3rd Year Apprentice	81% of Journeyman Base Hourly
4th Year Apprentice	92% of Journeyman Base Hourly

- (b) A 4th Year Apprentice must work at the trade for four (4) years, pass an efficiency test and must be able to read and write English before they can become a Journeyman Insulator.
- (c) When the Union is unable to supply competent and qualified Journeymen, Employers may use 4th Year Apprentices to expedite the job.
- (d) No Apprentice shall be awarded a Journeyman status by the Union or advanced in pay scale by the Employer until they have completed their full allotment of time at the trade as set forth above. For purposes of computing Apprentice pay scales 1800 hours shall equal one year credit.
- (e) The Union will issue each Apprentice with a log book (i.e. in digital format). The Employer will, once each year or on termination of employment whichever comes first, fill in the number of hours worked at each aspect of the trade in the employee's log book together with a report on the employee's aptitude for the trade, their progress in learning the trade, and their attitude.

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11.3 Insulator Foreperson/General Foreperson Rates

Foreperson

They shall be a Journeyperson and member of Local Union 99. The first Foreperson will be responsible for between four (4) and fifteen (15) Insulator employees. Subsequent Foreperson will be responsible for up to a maximum of fifteen (15) Insulator employees. A Foreperson will receive between 105% to 120% of the base Journeyperson hourly rate (as determined by the Employer).

General Foreperson

A General Foreperson will receive between 120% to 135% of the base Journeyperson hourly rate (as determined by the Employer). A General Foreperson can be appointed at the discretion of the Employer, or will be appointed for a minimum crew size of forty-five (45) employees.

11.4 **Maintenance Rate**

For large jobs of a maintenance nature or for insulation refit etc., a special rate of 90% of the base Journeyperson hourly rate will apply. These terms will only be applied if the job is of ten (10) working days or more.

See SCHEDULE "A" to this Appendix for Employer labour hourly costs (base wage rate to gross wage rate).

ARTICLE 12 – TRADE IMPROVEMENT COURSES

- 12.1** Should any employee be found to be performing work below an acceptable standard for their classification the Employer may terminate their employment or the Employer may warn the employee that they are commencing action under this Article. If such a warning is given the Employer shall notify the Union of same.

Should the employee continue to produce unsatisfactory work following the warning, then, after a waiting period of at least one (1) full week, their case will be reported to the Trade Advisory Committee for the trade involved who may require the employee to take a Trade Qualification Up-Grading Course approved by the Trade Advisory Committee and pass same to re-qualify under the requirements of the Tradesmen's Qualifications Act (or its successor).

The decision of the Trade Advisory Committee will not be subject to review or challenged by the Employer.

Any employee who refuses to take such a course when so ordered by the Trade Advisory Committee for the trade involved will be re-classified as a trainee and the Employer may reduce their wage rate by ten (10) percent until such time as they take and pass the prescribed course. Such employees will be the first laid off when the Employer reduces its work force and qualified tradespersons will have preference when Employers are hiring.

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Any employee who takes the prescribed course and fails will re-appear before the Trade Advisory Committee who will either recommend a reduction in their pay or recommend that they take a further course of training.

In order to promote increased qualification in the trade, employees who are attempting to upgrade themselves by taking the prescribed course shall be continued in employment as long as possible but they shall not have preference of employment over fully qualified tradesperson.

This Article will not apply to registered Indentured Apprentices.

For guidance of the Trade Advisory Committee the parties to this Agreement recommend the following guidelines:

1. It is the intent that the Trade Advisory Committee when acting on matters under this Article will maintain equal voting rights for management and labour.
2. No casting vote will reside with the Chairperson.
3. In the event of a tie vote no action will be proceeded with.
4. In making decisions under this Article the Committee will bear in mind that only those employees whose performance at their trade will benefit from trade improvement courses which can be made available will be assigned to same (i.e. if the problem is purely one on age no action will be taken).

ARTICLE 13 – TRUST FUNDS

The Employee Benefit Trust Funds known as the Manitoba Multiple Trade Pension Trust Fund and the Manitoba Multiple Trade Health and Welfare Trust Fund shall be continued under the following conditions.

- 13.1** The trusts shall be jointly trusteeed and equal voting rights for each of the parties hereto shall be maintained at every meeting of the trustees.
- 13.2** The Health and Welfare Trust Fund shall be financed by the Employer and employee contributions, per hour worked for each person employed under the terms of this Agreement, on the following basis:

	May 1, 2025
Employer Contribution	\$0.80 per hour worked
Employee Contribution	\$0.80 per hour worked

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- 13.3** The **Pension Trust Fund** shall be financed by joint Employer and employee contributions as follows:

	May 1, 2025
Employer Journey person Contribution	\$2.30 per hour worked
Employee Journey person Contribution	\$2.97 per hour worked

NOTE: All Employer pension contributions will be prorated for Apprentice Insulators based on the percentage to the Journey person base hourly rate as per Article 11.2(a). See Schedule "A" to this Appendix Attached Wage Schedule.

- 13.4** The Union, and every Employer party to this Agreement shall participate in the above noted employee benefit funds, and participation of all employees employed within the scope of this Appendix is agreed to as a condition of employment and continued employment.
- 13.5** Contributions to the MANITOBA MULTIPLE TRADE PENSION TRUST FUND, to the MANITOBA MULTIPLE TRADE HEALTH AND WELFARE TRUST FUND shall be submitted each month by the fifteenth (15th) of the month following the month for which the contributions are collected. Firms in default in excess of fifteen (15) days may be required at the discretion of the trustees to pay a penalty of interest in the amount of three (3%) percent over the current prime rate.

It is recognized by both parties that it will not be an infraction of this Agreement for the Union to withdraw its members from any job when the Employer is in default of all or any part of this Article.

13.6 **Training Fund**

The parties agree to immediately strike a four-(4) person training committee (two (2) appointed by the local union and two (2) appointed by the C.L.R.A.M.) who will be responsible for the development and costing of all training courses that this Training Fund will be allocated to.

The **Training Fund** shall be financed by joint Employer and employee contributions as follows:

	May 1, 2025
Employer Contribution	\$0.15 per hour worked
Employee Contribution	\$0.15 per hour worked

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ARTICLE 14 – INSULATORS HEALTH HAZARD FUND

- 14.1** The Employer agrees to deduct two cents (\$0.02) for each hour worked from each person employed under this Appendix (except students) and to remit same to the Insulators Health Hazards Fund, c/o the Local Union once per month in a single lump sum payment together with the monthly dues check-off payment. The Union to supply satisfactory deduction forms suitable to the Employers.

ARTICLE 15 – ADMINISTRATION OF AGREEMENT

- 15.1** All Employers effective May 1, 2023 shall contribute sixty-five cents (65¢) per hour, for all hours worked, by all employees covered under this Appendix to the Insulator Industry Promotion Trust Fund.

Payment and reporting forms are to be received by the Administrator not later than the tenth (10th) day of the month following the month for which deductions were made.

The Fund Administrator shall provide on a monthly basis with each remittance to the Construction Labour Relations Association of Manitoba and the Insulator & Allied Workers, Local 99, a detailed listing of all contributing Employers and the total amount of hours worked for each Employer for the following remittances. Such remittances shall be post marked no later than the 20th day of each month following the month the hours were worked.

The Fund Administrator shall distribute on a monthly basis to the Insulator & Allied Workers, Local 99, an equivalent amount of fifty-five cents (55¢) per man hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the Construction Labour Relations Association of Manitoba (C.L.R.A.M.) an equivalent amount of ten (10) cents per man hour worked based on the total contributions received.

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SCHEDULE "A"

INSULATOR WAGE TABLE:

Effective May 1, 2025	Base Rate	Vac Pay	Stat Pay	H & W	Pension	Education	IP	Total
Journeyman	\$38.37	\$1.73	\$2.41	\$0.80	\$2.30	\$0.15	\$0.65	\$46.41
1st Year Apprentice	\$22.25	\$1.00	\$1.40	\$0.80	\$1.33	\$0.15	\$0.65	\$27.58
2nd Year Apprentice	\$26.48	\$1.19	\$1.66	\$0.80	\$1.59	\$0.15	\$0.65	\$32.52
3rd Year Apprentice	\$31.08	\$1.40	\$1.95	\$0.80	\$1.86	\$0.15	\$0.65	\$37.89
4th Year Apprentice	\$35.30	\$1.59	\$2.21	\$0.80	\$2.12	\$0.15	\$0.65	\$42.82
Construction Worker	\$18.12	\$0.82	\$1.14	\$0.00	\$0.00	\$0.00	\$0.65	\$20.73

EMPLOYEE HOURLY SELF CONTRIBUTION AMOUNTS:

Effective May 1, 2025	Health & Welfare	Pension	Training
Journeyman	\$0.80	\$3.42	\$0.15
Apprentice 4th Year @ 92%	\$0.80	\$3.15	\$0.15
Apprentice 3rd Year @ 81%	\$0.80	\$2.77	\$0.15
Apprentice 2nd Year @ 69%	\$0.80	\$2.36	\$0.15
Apprentice 1st Year @ 58%	\$0.80	\$1.98	\$0.15

2022 - 2026

SHEET METAL AGREEMENT

between

The Sheet Metal Contractors Trade Division

of the

Construction Labour Relations Association of Manitoba

and

Local Union 511

of the

International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART)

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This Collective Agreement made this day

between

The Construction Labour Relations Association of Manitoba on behalf of and as agents for the Member Firms of the Sheet Metal Contractors Trade Division of the Construction Labour Relations Association of Manitoba (each of which members is hereinafter included in the term "Employer")

OF THE FIRST PART

and

The International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) Local Union No. 511 and its members (hereinafter called or referred to as the "Union").

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

ARTICLE 1
TERM OF AGREEMENT AND NEGOTIATION FOR RENEWAL

- 1:01** This Agreement shall be effective from May 1, 2022 to Midnight April 30, 2026, unless altered or amended by mutual consent of the parties hereto, and shall be deemed to be renewed thereafter from May 1st year to year unless written notice to negotiate a new Agreement is given by either party to the other party during the month of January prior to the expiry date of this Agreement or the expiry date of any extended term thereof.
- 1:02** Within ten (10) days after the receipt of such written notice, or within such additional time as may be mutually agreed upon, representatives of the Employers and of the Union shall meet for the purpose of negotiating same. During the period of the negotiations, this Agreement shall remain in full force and effect.
- 1:03** Both parties hereto agree to enforce and see that its members enforce all provisions of this Agreement and also any decision of any Arbitration Board under Article 5.

ARTICLE 2
SCOPE AND RECOGNITION

- 2:01** The Construction Labour Relations Association of Manitoba recognizes the Union as the sole Collective Bargaining Representative for all Journeypersons sheet metal workers, registered Apprentices and other classifications within this Agreement, who are employed by the Employer in the manufacturing, fabrication and installation of sheet metal products within the Construction Industry in the Province of Manitoba.
- 2:02** The Union recognizes the Construction Labour Relations Association of Manitoba as the sole and exclusive bargaining representative for all of its member Employers bound hereunder, and agrees that the Construction Labour Relations Association of Manitoba may represent the Employer in all contract observance disputes involving its members (see also Letter of Agreement #1).

2:03 GEOGRAPHICAL SCOPE:

It is agreed by the parties hereto that the territorial scope of the Union is all the Province of Manitoba.

- 2:04** The Union agrees that it will not sign any Agreement within their trade for any of the classes of employees covered by this Agreement for different working conditions or for different monetary provisions than those contained in this Agreement in the area designated in Article 2:03, unless mutually agreed to in writing between the parties to this Collective Agreement.

ARTICLE 3 **OBJECTS**

- 3:01** It is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations in order to allow the trade to ensure a standard of efficiency for the protection of the public, and for the persons engaged in such business, by the establishing and maintaining of fair conditions and settling differences that may arise between the parties to this Agreement, and to maintain industrial peace through collective bargaining between the parties hereto.
- 3:02** It is also the intent of both parties hereto to prevent unnecessary slowdowns, and forcing of overtime, the use of stand-by crews, and spread work policies or other objectionable practices.

ARTICLE 4 **GRIEVANCE PROCEDURE**

4:01 EMPLOYEE AND EMPLOYER GRIEVANCES:

Should any difference arise between any Employer and any of its employees as to the interpretation, application, administration, or alleged violation of this Agreement, the parties hereto will attempt to settle such differences without any strike or walkout, job slowdown or stoppage of work and without any undue delay in the following manner. It is agreed that an employee may have his/her shop steward or other Union official present at any stage of the grievance procedure, at his/her discretion.

Step 1:

Any employee or a Union official acting on behalf of the employee may submit his/her grievance either orally or in writing to his/her job Foreman provided only that this is done within five (5) working days of the first happening of the incident or occurrence upon which the misunderstanding or complaint is based, and the Employer's representative shall reply orally no later than two (2) working days following.

Step 2:

If the matter is not satisfactorily settled the complaint shall be stated in writing and signed by the employee(s), and the employee or a Union official acting on behalf of the employee(s), either alone or in the presence of the employee, shall present it to the designated Representative of the Employer within fifteen (15) working days of the completion of Step 1. The written grievance shall set forth the particulars of the complaint, the date(s) of the alleged violation, and the remedy sought. Preparation of the grievance will be made off the job. No grievance shall exist which is not presented in a timely fashion and which is not made in the form and/or does not include the information set forth above.

If a satisfactory reply is not received within two (2) working days or within such longer time as may be agreed by the parties as reasonable in view of the circumstances of the case, the employee may take his/her grievance to Step 3.

The Construction Labour Relations Association of Manitoba will receive written notification of all contract observance disputes involving its members that are not settled summarily on the job site in Step 1 of the Grievance Procedure.

Step 3:

If a decision satisfactory to the party initiating the grievance is not given within the time limits set forth in Step 2, the grievance shall be submitted within five (5) working days to the Construction Labour Relations Association of Manitoba. The grievance shall be stated in writing and shall be in the form and contain the information as set forth under Step 2.

The parties to this Agreement shall have the right to process a group grievance or a grievance against the other party by submitting the grievance in writing in the form set forth in Step 2, within thirty (30) calendar days of the first happening of the incidents or occurrence upon which the misunderstanding or complaint is based. For this type of grievance the grievance procedure shall commence at Step 3.

Any agreement arrived at between the parties to the grievance during or subsequent to the above steps shall be binding upon both parties and on the persons concerned. If the parties fail within seven (7) calendar days following receipt of Step 3, to satisfactorily settle the grievance, either party shall be at liberty to refer the grievance to arbitration.

- 4:02** It is agreed that no grievance shall exist unless it is submitted within the time limits specified. If the grievance is not advanced to the next Step it shall be considered to have been settled on the basis of the last reply received.
- 4:03** It is agreed by both parties to this Agreement that no complaint or dispute under this Agreement may be submitted to arbitration until the above grievance procedure has been exhausted.

ARTICLE 5

ARBITRATION PROCEDURE

- 5:01** Within ten (10) calendar days after receiving the decision of the Construction Labour Relations Association of Manitoba, as explained in Article 4:01, Step 3, and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- 5:02** Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 5:03** The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the Board who shall be the Chairperson.
- 5:04** In the event of failure to agree upon a Chairperson, the Minister of Labour for the Province of Manitoba shall be requested to appoint a Chairperson.
- 5:05** The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decisions inconsistent with the provisions of this Collective Agreement, or to modify or amend any portion of this Agreement.
- 5:06** The Board or sole Arbitrator shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all parties.

5:07 CLARIFICATION OF DECISION:

Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator, to reconvene. Within ten (10) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

5:08 EXPENSES OF THE BOARD/SOLE ARBITRATOR:

Each party shall pay:

(a) the fees and expenses of the Nominee it appoints.

(b) one-half (1/2) the fees and expenses of the Chairperson or Sole Arbitrator.

5:09 Nothing in this agreement shall preclude settlement of a grievance by mutual agreement between the parties, in any manner whatsoever.

5:10 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 6
STRIKES AND LOCKOUTS

6:01 It is agreed by the Union that there shall be no strike or slowdown either complete or partial, or other action by the Union, or any member of the Union whose employment is subject to this Agreement, which will stop or interfere with production during the life of this Agreement or while negotiations for a renewal of this Agreement are in progress.

6:02 It is agreed by the Employers that there shall be no lockout during the life of this Agreement or while negotiations for a renewal of the Agreement are in progress.

6:03 The rights of individuals as set forth in the King's Bench Act are recognized by the parties to this Agreement.

ARTICLE 7
MANAGEMENT RIGHTS

7:01 Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all its rights to manage the business, as such rights existed prior to the execution of this Agreement.

7:02 Without in any way limiting the generality of the foregoing the rights of management include, but are not restricted to the following:

- (a)** The right to select, hire, discharge for just cause and lay off, provided only that the grievance procedure shall apply if any provisions of this Agreement are contravened.
- (b)** The right to appoint Foremen and General Foremen, Supervisors, etc.
- (c)** The right to organize their work in the way they believe most economical.
- (d)** The right to allocate the working forces.
- (e)** The right to decide what tools, machinery, equipment and/or material will be employed on the job.
- (f)** The right to buy and to use prefabricated material on the job. The Employer will endeavour to purchase products which have the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) "Blue or Yellow" label affixed.
- (g)** The right to sublet any portion of the work on a time and material basis or by lump sum price for both labour and material to any bona fide contractor. A bona fide contractor shall be one who pays business tax, worker's compensation and vacation with pay and statutory holiday pay allowance as a contractor.

ARTICLE 8
HOURS OF WORK AND OVERTIME, COMPRESSED WEEK, SHIFT PREMIUM

8:01 Nothing contained herein shall be construed as a guarantee by the Employer for the supply of the daily or weekly hours of work.

8:02 The maximum of eight (8) hours shall constitute a regular day's work for five (5) days, Monday to Friday inclusive. Said hours shall be 8:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:30 p.m.

The maximum regular work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. An employee will not qualify for overtime rates on Saturdays, Sundays, or legal holidays unless he/she has first completed forty (40) weekly straight time hours, except as may be modified elsewhere in this Agreement.

(a) By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Union when such adjustments occur.

(b) If more than the maximum daily hours are worked in any one (1) day or shift Monday to Friday inclusive, hours of such overtime shall be paid for at one and one-half (1 ½ x) the regular straight time hourly rate.

(i) Work done on holidays specified in Article 12 of this Agreement shall be paid at double (2x) the regular straight time hourly rate.

(c) The normal working shift in excess of 8:02 above, the normal working day and/or the normal working week can be adjusted on any project by mutual consent of the employee, Union and Employer.

8:03 COMPRESSED WORK WEEK:

Where a majority of the affected employees and the Employer agree forty (40) hours may be worked in any four (4) consecutive days Monday to Thursday and/or Tuesday to Friday between the hours of 6:00 a.m. and 6:30 p.m. at the straight time rate, provided however, that no more than ten (10) hours may be worked at the straight time rates in any one (1) day. Hereafter referred to as a compressed work week.

(a) All hours worked beyond ten (10) hours per day, shall be paid for at the prevailing overtime rate of pay as set out in Article 8:02 (b) (i).

- (b) If the holiday falls between but not on the first or last work day of a compressed work week, the employee shall receive the applicable room and board or "subsistence allowance" for the days he/she remains at the job site.
- (c) Any week in which a holiday or day in lieu thereof falls, a thirty (30) hour work week shall occur (three (3) x ten (10) hour days). All additional hours worked beyond the thirty (30) hours will be on a voluntary basis (with the Employer's approval) for straight time rates to a maximum of ten (10) hours. All hours worked over forty (40) hours that week shall be compensated as follows: time and one half (1 1/2x). Work done on holidays specified in Article 12 of this Agreement shall be paid at double (2X) the regular straight time hourly rate.

8:04 SHIFT WORK:

Conditions applicable to all work no matter where situated. Shift Work shall be defined as a variance from the regular hours of work and the regular overtime rates.

- (a) No hours between 0:01 a.m. Saturday, until 12:00 Midnight Sunday and from 0:01 a.m. on the Statutory Holiday until Midnight on the Holiday shall be included in the shift work.
- (b) All hours extending from the end of the regular shift to the hour of 12:00 Midnight shall be paid six point six percent (6.6%) shift premium for each hour worked on that shift.
- (c) All hours worked from Midnight until termination of the shift shall be paid fourteen point two percent (14.2%) shift premium for all hours worked on that shift up to 8:00 a.m.
- (d) No shift work premium will be applicable on hours for which overtime premiums are paid.

8:05 ALTERATIONS, MAINTENANCE, REPAIR AND SERVICE WORK:

All maintenance work (described and agreed between the parties to this Agreement as the servicing, repairing, and replacement of equipment in the field or shop) on Saturday, shall be paid for at the rate of time and one half (1 1/2 x) for all hours worked.

Plant relocations may be carried out on Saturday at time and one-half (1 1/2 x) as a special project.

The Union Office will be advised in advance of the nature and scope of the special project.

8:06 STARTING AND QUITTING TIME:

Employees will be at their places of work at the regular starting time and shall remain until regular quitting time. A suitable signal shall give all starting and quitting times.

8:07 LUNCH PERIOD:

A thirty (30) minute lunch period shall be allowed to all employees on each regular shift, unless otherwise mutually agreed between the Employer and the employees.

8:08 OVERTIME LUNCH PROVIDED BY EMPLOYER:

Where an employee will be working an extended shift he/she shall be provided with an adequate meal at the Employer's expense after the first two (2) overtime hours provided it appears likely that more than an hour's work remains to be done, and every four (4) overtime hours thereafter. All employees will be given at least one-half (1/2) hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.

8:09 COFFEE BREAKS:

An opportunity will be allowed for employees to partake of non-alcoholic drinks at their work stations twice in each regular shift, once in the first half of the shift and once in the second half of the shift, when such drinks are available on the job site. Said "coffee breaks" shall not exceed ten (10) minutes duration. Any employee working an extended shift will, in addition to the above, be allowed such a break after the first four (4) hours of overtime, and every two (2) hours thereafter. A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any employee abusing this privilege.

ARTICLE 9
REPORTING TIME

- 9:01** When a worker is definitely hired by a qualified Representative of the Employer and takes his/her tools on the job and is then refused work, for reasons other than inclement weather, he/she shall receive not less than four (4) hours pay at the regular rate.
- 9:02** When an employee arrives at his/her regular place of work, without due notification by the Foreman or Employer not to do so and is not placed in employment by the Foreman or Employer, for reasons other than inclement weather and/or matters beyond the control of the Employer, he/she shall be reimbursed for two (2) hours' pay (provided he/she remains on the job site for two (2) hours) or if he/she is asked to remain at the job site for more than two (2) hours, he/she shall be paid another full hour's pay, for each portion of an hour that he/she remains on the site. When the conditions set forth in this paragraph occur on an overtime day or on shift work, the premium rate shall be paid.

ARTICLE 10
WAGES - HOW PAID

- 10:01** Wages and expense money shall be paid weekly or bi-weekly by cash or cheque or direct deposit.
- 10:02** The Employer shall provide a separate detachable slip, showing the company's name, date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay.

ARTICLE 11
IN CASE OF INJURY

- 11:01** Should an employee, as a result of injury incurred in the performance of his/her work, (or while travelling on his/her Employer's business), require first aid treatment, he/she shall be paid for time taken off work for the initial treatment. Should an employee be injured to the extent that he/she becomes a Workers Compensation Act case, he/she shall be paid the full shift in which he/she was injured.

11:02 The employee must report the accident on the day it occurs, or as soon as he/she becomes aware that he/she has been injured, to his/her Foreman or Employer and compensation forms are to be filled out correctly, as soon as possible.

11:03 The Foreman or Employer's agent shall gather the injured employee's tools and belongings and place them in his/her tool box and in the lock-up room. The Employer will then be responsible for these tools until they are removed from the site by a responsible person or until the owner returns to work.

ARTICLE 12 **LEGAL HOLIDAYS**

12:01 The following shall be observed as legal, statutory or general holidays each year:

New Year's Day	Orange Shirt Day (National Day for Truth & Reconciliation)
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

and any other day which is proclaimed and enforced by the Federal or the Provincial Government as a legal, general or statutory holiday.

If a Statutory Holiday(s), except Remembrance Day, falls on Saturday or Sunday, the closest following work day(s) will be observed.

12:02 Any formally proclaimed Civic Holiday shall also be observed but only within the boundaries of the Municipal area which proclaims the holiday.

12:03 Whether or not an employee works on any of the above mentioned legal, statutory, or general holidays, he/she shall receive in lieu of paid holidays, four percent (4.0%) of the employee's gross wages*.

*For purposes of Article 12:03 and Article 13:02 gross wages shall be defined as being all regular straight time hourly wages plus all overtime premium wages and all shift work premium wages.

ARTICLE 13
ANNUAL VACATION AND VACATION PAY

13:01 The annual vacation will be provided at a time arranged between the Employer and the employee as detailed in the Manitoba Employment Standards Code.

13:02 Payment for the annual vacation will be on the basis of six percent (6%) of the employee's gross wages as defined in Article 12:03.

Vacation Pay allowance will be paid to employees on their regular pay day. Such payment shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the employee and the Union agree that the receipt of such advance payments of vacation pay will be considered full payment of all vacation with pay owing to the employee as provided by the Manitoba Employment Standards Code and double payment, once under the Agreement and once under the Code is not to occur.

ARTICLE 14
TOOLS - WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

14:01 A tradesperson's tools are his/her means of livelihood and must be kept in good condition at all times.

14:02 The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given time to put these tools and equipment in the designated place. He/she must report the breakage or loss of any of these tools and equipment immediately to his/her Superior. An employee found misusing company tools and equipment may be held responsible.

14:03 Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.

14:04 The Employer will be responsible for compensation for tools and equipment destroyed by fire or loss by breaking and entering from a storage place provided by the Employer. Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss satisfactory to the insurance company.

14:05 Journeypersons, Helpers, Pre-Apprentices and Apprentices shall be required to supply the ordinary hand tools of the Trade and to maintain same in first class condition at all times as a condition of employment.

The Union agrees to participate in the enforcement of Article 14 against any of its members who fail to supply and maintain the above noted tools in first class condition.

The ordinary hand tools of the Trade are considered to be:

<u>Standard List:</u>		Apprentices				Journeyperson
		1	2	3	4	
1.	1 25' tape measure	x	x	x	x	x
2.	1 setting hammer (16 oz square face)	x	x	x	x	x
3.	1 aviation snips (left hand)	x	x	x	x	x
4.	1 aviation snips(right hand)	x	x	x	x	x
5.	1 scratch awl	x	x	x	x	x
6.	2 locking pliers (vice grips) standard & widenose	x	x	x	x	x
7.	flat screwdrivers (2 sizes)	x	x	x	x	x
8.	1 square point screwdriver (robertson #6 & #8)		x	x	x	x
9.	1 phillips screwdriver (standard)		x	x	x	x
10.	1 slip joint plier 8"		x	x	x	x
11.	1 hacksaw frame		x	x	x	x
12.	1 10" adjustable wrench (crescent)			x	x	x
13.	1 12" spirit level				x	x
14.	1 combination square			x	x	x
15.	1 chalk line / plumb bob				x	x
16.	1 pop riveter				x	x
17.	1 set hexagon keys (allen keys)				x	x
18.	1 hand punch (small whitney)					x
19.	battery operated drill (14.4 volt)		x	x	x	x
20.	uni shear			x	x	x

ARTICLE 15
SHELTER, SANITARY ARRANGEMENTS AND SAFETY

- 15:01** A clean and adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and which also provides a sufficiently secure place to keep their tools and clothes shall be provided. The shelter may be used for storage but sufficient room for the employee's needs shall be kept clear from building material and other construction paraphernalia. Should the duration or the size of the project make it impractical for a storage shelter to be provided, the Employer will supply a securely locked "gang box" in which the employees may store their tools.
- 15:02** The Employer shall provide adequate sanitary facilities on the job site commensurate with the number of men/women employed as laid down in Municipal, Provincial and Federal Government regulations. In the event that proper toilet facilities are not provided, no employee shall be penalized for leaving the job in case of necessity.
- 15:03** The Safety Regulations as laid down by the Workplace Safety and Health Act shall be adhered to.
- 15:04** The employees must accept responsibility for the safety equipment issued by the Employer and must report the loss or damage of any of the items so issued to his/her Superior or Employer.
- 15:05** CSA Approved Hard Hats, and CSA Approved Safety Work Boots (Green Triangle) will be supplied by the employee. Appropriate hearing and eye protection will be provided by the Employer when it is required.
- 15:06** The employee may request the Employer to provide phone access on remote or secluded job sites.

ARTICLE 16
STANDARD OF WORK AND LIMITATIONS

- 16:01** There shall be no limit on production of employees nor restriction of the full use of proper tools or equipment and there shall not be any task work or piece work.
- 16:02** It is agreed that the Union, so far as it lies in its power, will not allow its members to contract for any work on a labour basis. Further, the Union will not allow the members to work for any Employers not signatory to this Agreement for less wages

and benefits than set forth in this Agreement, provided a job is available for the member with one of the Union's signatory Employers.

16:03 Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer, nor will they work for other Employers on Saturdays, Sundays, or holidays at less than the overtime rates prescribed herein.

16:04 Disciplinary action is to be taken by both Union and the Employer against any infraction of this Article.

ARTICLE 17 **COMMUTING**

17:01 An employee shall not be required to own, supply, or use his/her personal vehicle for purpose of his/her employer's business and as means of transportation for the Employer's tools or equipment. Should the Employer and the employee mutually agree, however, to use the employee's vehicle, then the Employer shall provide payment for use of the vehicle as set forth in 17:02 below and the Employer shall provide the employee with suitable vehicle insurance (CT Plates) where applicable.

17:02 When an employee, by arrangement with the Employer commutes within Greater Winnipeg, from job to job, job to shop, shop to job, or he/she is required to travel from the Perimeter Highway to the job site and return, he/she shall receive the following commuting and travel time allowance:

- (a)** If transportation is supplied by the employee, he/she shall receive (63.7¢) sixty-three point seven cents for each kilometre travelled effective May 1st, 2023. It is agreed that for travel to Selkirk, Steinbach or Portage La Prairie, the employee shall receive this travel allowance on a "one-way" only basis.
- (b)** Effective May 1st, 2024 and yearly thereafter the kilometre rate shall be adjusted by the percentage change recorded by Statistics Canada for the Private Transportation Costs, Province of Manitoba, March to March.
- (c)** If the Employer arranges with the employee to provide transportation for other employees, then the vehicle owner shall receive two point five (2.5¢) cents per kilometre extra for each passenger carried for each road kilometre.
- (d)** If transportation is supplied by the Employer, no transportation allowance shall be paid to the employee.

- (e) If the employee is requested by the Employer to use his/her own vehicle on the first and last day on a job, then the employer shall reimburse the employee for all parking costs

17:03 An allowance will be paid in lieu of travel time for each road kilometre travelled under the terms and conditions set forth in 17:02 for each employee on the following basis:

- (a) Driver - one hundred percent (100%) of his/her hourly rate;
- (b) Passenger - eighty percent (80%) of his/her hourly rate.

17:04 A forty (40) kilometre "Free Zone" beyond the Winnipeg Perimeter Highway shall be established for travel time (including the communities of Selkirk and Steinbach). The City of Portage La Prairie will be on a "one-way" only basis for travel time. The employee(s) shall travel on their own time to and from any job site which is within forty (40) kilometres by road from any point on the Winnipeg Perimeter Highway. For jobs beyond the "Free Zone" the travel time as specified in Article 17:03 shall be paid from the Winnipeg Perimeter Highway to the job site and return.

ARTICLE 18

TRANSPORTATION AND TRAVEL TIME AND BOARD AND ROOM

18:01 Employees sent by the Employer to jobs outside of the Metropolitan Winnipeg area shall receive the following transportation travel time and board and room allowances if commuting and travel allowances as outlined in Article 17 are not paid.

18:02 Transportation and travel time shall be payable from Winnipeg or from place of residence, whichever is the shorter distance. Employees travelling will be entitled to board and sleeping accommodations where available.

(a) TO THE JOB SITE:

Transportation to the job site plus travel time at the individual's straight time rate for all hours travelled (including Saturdays, Sundays and legal holidays) up to a maximum of eight (8) hours pay for each twenty-four (24) hours of travel shall be paid provided that the employee remains employed on the job site for the period of his/her assignment or during his/her turnaround for that project whichever is the shorter, and is not of his/her own volition unavailable for work during that time. It is agreed by the parties that any employee certified unfit for work by a Medical Doctor or excused from work due to injury or ill health by his/her Employer shall NOT be considered to be "unavailable for work of his/her own volition".

- (i) First (1st) work tour (turnaround) and all subsequent tours – twenty-eight (28) calendar days.
- (ii) An employee after having completed a tour shall be entitled to seven (7) calendar days leave of absence.

(b) FROM THE JOB SITE:

Return transportation to Winnipeg or to place of residence, whichever is the shorter distance plus travelling time as above shall be paid provided that the employee remains employed on the job site for the period of his/her assignment, or turnaround for that project, whichever is the shorter and is not of his/her own volition unavailable for work during that time.

- (c) A round trip fare, travel time and travel expense will be paid to each employee who returns home after completing his/her applicable turnaround. Same to be computed from the job site to Winnipeg and return or from the job site to the employee's place of residence and return, whichever is the lesser distance. One half (1/2) of the return fare will be paid to the employee on his/her leaving the job site and the balance of the money due him/her will be paid upon his/her return to the job site.
- (d) When an employee, by prior arrangement with his/her Employer, travels by private vehicle, he/she shall be paid as per Article 17. Should the Employer however choose an alternate means of transportation, the employee shall be reimbursed equal to a fare by air, bus and rail and/or water transportation, at the Employer's option. The employee shall receive the same amount of travel time, as he/she would be entitled to if he/she traveled by the mode of transportation chosen by the Employer. All travel arrangements shall be agreed to prior to leaving for the jobsite.

18:03 When an employee is sent to a project outside the City of Winnipeg area and commuting allowance is not paid as set forth in Article 17, then the Employer will supply suitable board and room for seven (7) days per week, provided that the employee is available for work or has been excused for medical reasons, unless weekend absence or sick leave arrangements are agreed upon between the Employer and the employee. All Board and room arrangements must be explained to and agreed to by the employee before leaving Winnipeg for the job site. Failure by either party to comply with this Article is a breach of this Agreement.

**BOARD AND ROOM OPTIONS AT THE DISCRETION OF THE EMPLOYER
AS FOLLOWS:**

OPTION # 1:

Board and room arrangements must be explained and agreed to by the employee before leaving Winnipeg for the jobsite. It is agreed that the employer will cover all reasonable costs associated with the room and board/daily meal expense.

OR

OPTION # 2:

The Employer will be responsible for all lodging costs and will provide a daily meal allowance of fifty dollars (\$50.00) which will be provided to the employee prior to leaving for the job. Any daily meal expenses greater than the fifty dollars (\$50.00) amount will be compensated subject to accurate receipts being provided by the employee.

OR

OPTION # 3:

The Employer will supply board and room allowance at a minimum of one hundred and twenty dollars (\$120.00) per day for seven (7) days per week, provided that the employee is available for work or has been excused for medical reasons, unless weekend absence or sick leave arrangements are agreed upon between the Employer and the employee. Any expenses greater than the one hundred and twenty dollars (\$120.00) per day will be compensated subject to accurate receipts being provided by the employee.

18:04 Transportation, travel time and board and room as described in 18:02 and 18:03 above will not be paid to local residents.

18:05 SPECIAL CONDITIONS:

When an employee is required to reside in a construction camp the costs of insurance against loss of his/her personal effects by fire, to a maximum of one thousand dollars (\$1,000.00) will be reimbursed on presentation of a paid premium receipt.

ARTICLE 19 **TERMINATION OF EMPLOYMENT**

19:01 When an employee quits, he/she shall give his/her Employer one (1) hour's notice and he/she shall receive his/her pay on the next regular day on which his/her pay is due. The Employer agrees to grant exceptions to this Article for valid compassionate grounds.

19:02 When an employee is laid off, the Employer shall give him/her one (1) hour's notice with pay to allow him/her sufficient time to clean and pack his/her tools and the company tools supplied to him/her and leave the job site. The Employer will mail to the employee, by registered mail, within five (5) working days of his/her termination of employment the employee's:

- (a)** Wages to time of lay off.
- (b)** Vacation Pay Allowance.
- (c)** Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any).
- (d)** Record of Employment (ROE).
- (e)** Statutory Holiday Pay Allowance.

If the employee prefers, he/she may inform the Employer when he/she leaves the job site that he/she will pick up the above items at the Employer's office in the afternoon of the second working day after his/her employment was terminated.

19:03 When an employee is dismissed for cause, the Employer will mail to him/her his/her pay, records, and allowances on the next regular pay day.

19:04 The Employer shall inform the Union when a bargaining unit employee(s) is laid off. When an employee by mutual consent is transferred to a different Employer signatory of this Collective Agreement, the Companies must notify the Union in cases where responsibility for the payment of wages and benefits change.

ARTICLE 20
UNION SECURITY

20:01

- (a) The Employer agrees to apply to the Union when workers are required. The Employer reserves the rights to name hire workers when available, subject to 20:01 (b). If the Union cannot supply workers in the categories requested by the Employer, then, the Employer may employ other workers in the same categories as requested.

Upon hire, the Employer will immediately advise the Union by phone or in writing of all names and a work referral slip shall be issued to the Employer by the Union for all members and for new employees hired.

New employees who are willing and eligible to become members of the Union within thirty (30) days of hire shall report to the Union and fill out the official application forms and procure a work referral slip before continuing employment.

For the first thirty (30) days of employment, the Employer will deduct and remit to the Union monthly non-working dues on behalf of the new employee. After thirty (30) days these employees will be required to pay dues in accordance with the rates set by the Union.

All employees who receive a referral slip shall, within ninety (90) days, provide to their Employer a copy of their current WHMIS Certificate and First Aid Certificate. All current/dispatched Local Union members shall within one (1) year, of the date of signing of this collective agreement, provide to their Employer a copy of their current WHMIS Certificate and First Aid Certificate.

- (b) The Union reserves the right to dispatch every fourth (4th) Journeyperson requested by the Employer.

20:02 The Union agrees that its members will only work for Employers who are signatory to a collective bargaining agreement with Local 511 (provided a Union job is available for the member). Local Union members shall submit a work referral slip, issued by the Union to the Employer prior to commencing work. Employers shall retain the right to reject any applicant referred by the Union, and furthermore, the Employer shall have the right to determine the competency and qualifications of such an applicant. Employers may only hire those members who tender a work referral slip before commencing employment. The qualifications of such an applicant must be clearly shown on the work referral slip.

20:03 When potential members are employed and members in good standing of Local 511 become available, potential members shall be replaced by qualified members

of Local 511 as soon as it is practical to do so and provided same can be done without additional expenses to the Employer. The Employer shall not be required to lay off any employee that the Union will not accept as a member. Should it be necessary to reduce the working force on the job or in the shop, the Employer shall lay off or terminate their employees in the following sequence:

First -----the potential members

Last -----the members of Local Union 511

20:04 Union Representation – Job Steward:

- (a)** A Job Steward may be appointed or elected on any job where Union members are working. He/she shall be under the direction of the Business Manager at all times. Local 511 shall notify the Employer and/or his/her Job Superintendent by letter, of the name of the Job Steward and he/she shall put in a regular day's work. He/she shall be permitted to perform during working hours such of his/her duties for the Union that cannot be performed at other times, including those duties assigned to him/her by the Business Manager or Agent. The Union agrees that such duties will be performed as expeditiously as possible, and the Employer agrees to allow the Steward a reasonable time for such duties. There shall be no Union activity on the Employer's time or on the Employer's premises except that which is necessary in the processing of grievances and the administration and enforcement of this Agreement. This shall apply to Job Stewards and Business Agents alike.
- (b)** Where a job site has in excess of three (3) Journeypersons (excluding the Foreman), the Steward shall be retained until the end of the job, provided there is work available for which he/she is qualified, otherwise the Union will be notified in order to appoint a successor(s). The Steward shall not be discriminated against and shall receive his/her fair share of overtime for which he/she is qualified.

20:05 The Business Agent or other duly authorized Representative of the Union will be allowed access to the job or shop to conduct Union business providing this is done without interfering with the progress of the work on hand and that permission has first been obtained from the Employer Representative, and the Superintendent of the project, and provided that the Union Representative is covered by Worker's Compensation. Such permission will not be unduly withheld.

20:06 MONTHLY DUES CHECK-OFF:

- (a)** Each Employer shall, deduct from the wages of each employee employed within the scope of this Agreement on the first pay period of each month whether or not the employee is a member of the Union the amount of the regular monthly membership dues payable by each member of the Union, and shall endeavour to remit the amounts so deducted, monthly, to the Union office no later than the tenth (10th) day of the month following the month to which the deduction is made.
- (b)** The Union shall inform the Employer from time to time as to the amount of the regular monthly membership dues and the location of the Union Office.
- (c)** The Employer shall inform the Union in writing of the time the regular monthly membership dues are remitted to the Union Office, the names of the employees from whose wages deductions have been made under paragraph (a) hereof, and the amounts so deducted from each employee's wages.
- (d)** If an employee provides the Employer with a signed authorization for the deduction of Initiation Fees, from his/her pay over an extended number of pay periods, the Employer will accept the authorization as correct and will make deductions to be applied against the Initiation Fee owing in accordance with the terms of this signed authorization and endeavour to remit same to the Union, no later than the tenth (10th) day of the month following the month to which the deduction is made.

ARTICLE 21 **SAVINGS CLAUSE**

21:01 In the event that any of the provisions of this Agreement are found to be in conflict with any Federal or Provincial law now existing, or hereinafter enacted, it is agreed that such law to the extent that it conflicts with the terms of the Collective Agreement shall nullify and replace the conflicting provisions of the Collective Agreement without in any way affecting the remainder of the Agreement. A determination that any provision of this Agreement is found null and void or in any way conflicts with Federal, Provincial or common law in no way affects the validity of all other provisions of this Agreement and such offending provisions shall be severable from the other provisions of the Agreement.

21:02 The provisions of this Agreement shall be binding upon the Union and its successors and assigns by merger, consolidation or otherwise.

ARTICLE 22

WAGES

22:01 The Employers undertake to make the following contributions monthly, to the Administrator of the Fund, not later than the tenth (10th) day of the month following the month to which the contributions are applicable.

By signing this Agreement, the Employer agrees to be bound by and to have assented to the terms of a Sheet Metal Workers' and Roofers' Health and Welfare Trust Fund Agreement made as of January 1, 1996, and the Sheet Metal Workers' and Roofers' Pension Trust Fund Agreement made as of January 1, 1996, and as amended from time to time, between the Union and Employers.

The Employer and the employees will contribute the following amounts to the Sheet Metal Workers and Roofers Employee Benefit Funds for each hour worked by each employee covered under the terms of the Agreement:

(a) TO THE SHEET METAL WORKERS' AND ROOFERS' PENSION FUND:

		Effective May 1 2022	Effective November 25 2023	Effective April 1 2024	Effective May 1 2025	
Classification	EMPLOYER	EMPLOYER	EMPLOYER	EMPLOYER	EMPLOYEE	
Journey person	60¢/hr.	65¢/hr.	70¢/hr.	75¢/hr.	\$5.50/hr.	
4th Year Apprentice	50¢/hr.	55¢/hr.	60¢/hr.	64¢/hr.	\$4.57/hr.	
3rd Year Apprentice	44¢/hr.	49¢/hr.	53¢/hr.	56¢/hr.	\$4.02/hr.	
2nd Year Apprentice	38¢/hr.	42¢/hr.	46¢/hr.	49¢/hr.	\$3.47/hr.	
1st Year Apprentice	30¢/hr.	33¢/hr.	35¢/hr.	38¢/hr.	\$2.75/hr.	
Pre-Apprentice Level 2	24¢/hr.	26¢/hr.	28¢/hr.	30¢/hr.	\$2.20/hr.	
Classified Shop Worker	24¢/hr.	26¢/hr.	28¢/hr.	30¢/hr.	\$2.20/hr.	
Welder 1	51¢/hr.	55¢/hr.	60¢/hr.	64¢/hr.	\$4.68/hr.	
Welder 2	45¢/hr.	49¢/hr.	53¢/hr.	56¢/hr.	\$4.13/hr.	
Welder 3	39¢/hr.	42¢/hr.	46¢/hr.	49¢/hr.	\$3.58/hr.	

(b) TO THE SHEET METAL WORKERS' AND ROOFERS' HEALTH & WELFARE FUND:

Effective	<u>EMPLOYER</u>	<u>EMPLOYEE</u>
May 1 2022	63¢/hr.	63¢/hr.
November 25 2023	73¢/hr.	64¢/hr.
April 1 2024	73¢/hr.	65¢/hr.
May 1 2025	73¢/hr.	66¢/hr.

22:02 Journeyperson Sheet Metal Workers' wages shall be determined by Appendix #1a of the Collective Agreement.

22:03

(a) APPRENTICE/PRE-APPRENTICE:

Registered Pre-Apprentices and Apprentices shall be paid the schedule of wages based on percentages of Journeyperson Sheet Metal Workers scale set in Appendix #1a

	May 1 2022	Effective April 1 2023**	
Fourth Year	83%	85%	next 1800 hours
Third Year	73%	75%	next 1800 hours
Second Year	63%	65%	next 1800 hours
First Year	50%	50%	next 1800 hours
Pre-Apprentice Level 2	Set Rate 1001 – 1800 hours (CIWA General Construction Labourer Trainee 2 rate)		
Pre-Apprentice Level 1	40%	40%	0 - 1000 hours

**CIWA changes

Pre-Apprentice Level 1 wage for a maximum of one thousand (1000) hours (this classification does not pay, employee or receive Employer contributions for Pension Plan or Health & Welfare Plans for the first one thousand (1000) hours. After one thousand (1000) hours, employee and Employer Pension Plan and Health and Welfare Plan contributions commence).

All Pre-Apprentices shall be registered with the Union and be given the first priority when a new Apprentice is indentured into the industry. The maximum hours a Pre-Apprentice shall remain in these classifications is one

thousand eight hundred (1800) hours. Upon completion of one thousand eight hundred (1800) hours a Pre-Apprentice shall be indentured as a first year Apprentice or reclassified.

All Apprentices must successfully accumulate one thousand eight hundred (1800) hours per level complete with their in-school training in order to qualify for the applicable rate of pay. Pay increases based solely on hours will apply to those Apprentices who through "no fault of their own" are unable to attend classes. Apprentices refusing to attend school shall have their Apprenticeship contract cancelled.

The Employer agrees that every Apprentice shall receive adequate shop and field experience to allow him/her to master all aspects of his/her trade. Any complaints regarding Apprentice training shall be referred to the Joint Conference Board for resolution.

(b) WELDER:

The pay scale in Appendix #1b shall apply to Shop and Field welders:

Shop Welders Class 1

Wages = 85% of Journeyperson Sheet Metal Workers Wage.

Must hold one (1) ticket in SMAW, GTAW and GMAW as per ANSI/AWS D9.1 welding code.

Shop Welders Class 2

Wages = 75% of Journeyperson Sheet Metal Workers Wage.

Must hold a minimum of one (1) CWB Sheet Metal ticket as per ANSI/AWS D9.1 welding code.

Shop Welders Class 3

Wages = 65% of Journeyperson Sheet Metal Workers Wage.

All Journeyperson Sheet Metal Workers employed as Welders shall be paid Journeyperson rate of pay.

(c) CLASSIFIED WORKER FOR "SHOP WORK ONLY":

Classified Shop Workers shall be paid a minimum of 40% of Journeyperson rate.

(d) STUDENTS:

Defined as workers who return to school or University after no more than three (3) months employment between the dates of May 1st and August 31st, shall be hired under the terms of Article 20 in any category set forth in this Agreement. The ratio set forth elsewhere in this agreement for permanent employees shall not apply to students. Students will not be required to join the Union but will pay dues in accordance with the terms of this Agreement. The number of students employed by the Employer shall not exceed one (1) for each shop and one (1) additional student for each ten (10) regular employees employed by that firm.

Students shall be paid a minimum of the wage listed in Appendix #1a.

22:04 WORKERS' RATIO:

It is agreed by the parties hereto that a ratio of Apprentices, Pre-Apprentices and Classified Shop Workers shall be maintained as set by the following conditions.

- (a)** When the Employer employs one (1) working Journeyperson, or is himself/herself a working Journeyperson, he/she may employ one (1) Apprentice. Once three (3) Journeypersons and three (3) Apprentices are hired, the Employer may hire one (1) Pre-Apprentice.
- (b)** Classified Shop Workers may be employed in the shop only. The combination of Classified Shop Workers and Apprentices shall not exceed four (4) workers per Journeyperson and a minimum of one (1) registered Apprentice for every three (3) Classified Shop Workers must be maintained in the shop. At least one (1) Apprentice must be employed in the shop before any Classified Shop Worker is hired.
- (c)** Welder: No ratio is applicable to Welders but the Employers agree that, while Welders may do other work incidental to their trade, this category will not be used to subvert the intent of the workers ratio system.

NOTE: The parties hereto agree that the maximum number of Apprentices employed in the field shall not exceed one (1) Apprentice for each Journeyperson employed and the maximum number of Classified Shop Workers and/or Apprentices employed in the shop will not exceed four (4) Apprentices or Classified Shop Workers for each shop Journeyperson employed.

22:05 It is agreed that no employee shall suffer a reduction of his/her hourly rate and/or working conditions due to the signing of the Agreement.

22:06 CHARGEHAND PREMIUM:

When the Employer places an employee in charge of the production of other employees and delegates to him/her the general supervision of a job or project, the employee shall receive the following premium:

When in charge of at least two (2) other employees and up to four (4) employees – three percent (3%)/hr.

When in charge of at least five (5) other employees and up to ten (10) employees – five percent (5%)/hr.

When in charge of at least eleven (11) other employees & up to twenty (20) employees – seven percent (7%)/hr.

When in charge of twenty-one (21) employees and over – ten percent (10%)/hr.

(Above the employee's regular rate of pay)

The above premiums are to apply whenever an employee is placed in charge of other employees for more than one (1) week and shall be computed on the weekly average of employees supervised. Transfer of duties from one job to another shall not require commencement of a separate qualification period.

ARTICLE 23 **TECHNOLOGICAL CHANGE**

23:01 The provisions of this Article are intended to assist employees affected by any technological change to adjust to the effects of the technological change.

23:02 Sections 83, 84 and 85 of the Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Employer and the Union.

23:03 In the event of a technological change by a particular Employer, that particular Employer shall at written request of the Union assist the employees affected by the technological change to adjust to the effects of the technological change by providing the Union promptly after the technological change with particulars of which employees are affected and in what way. That Employer and the Union shall meet and as soon as possible prepare a joint written representation to the Joint Conference Board specifying what sort of re-training will be required to adjust to the technological change. The Union and the Employers, acting through their respective organizations will then take action to get any re-training program recommended by the Committee instituted utilizing the assistance available from the Manitoba Department of Labour and the Manitoba Department of Education.

ARTICLE 24
TRADE IMPROVEMENT COURSES

24:01 The parties agree to implement a Safety Training Program to be delivered to each employee once every twenty-four (24) months. The time, location, hourly duration and delivery of the Training Program will be recommended by the Sheet Metal Training Trust Fund Board of Trustees.

24:02 The decision of the Joint Conference Board as per Article 28:03, will not be subject to review or challenge.

24:03 Any employee who refuses to take such a course as established by the Trade Advisory Committee for the trade involved will be re-classified as a trainee and the Employer may reduce his/her wage rate by ten percent (10%) until such time as he/she takes and passes the prescribed course. Such employees will be the first laid off when the Employer reduces his/her work force and qualified tradespersons will have preference when Employers are hiring.

24:04 Any employee who takes the prescribed course and fails will re-appear before the Joint Conference Board who will either recommend a reduction in his/her pay or recommend that he/she take a further course of training.

24:05 In order to promote increased qualification in the trade, employees who are attempting to upgrade themselves by taking prescribed courses shall be continued in employment as long as is possible, but they shall not have preference of employment over fully qualified tradespersons.

24:06 This Article will not apply to registered Indentured Apprentices.

24:07 For the guidance of the Joint Conference Board the parties to this Agreement recommend the following guidelines:

- (a)** It is the intent that the Joint Conference Board when acting on matters under this Article will maintain equal voting rights for management and labour.
- (b)** No casting vote will reside with the chairperson.
- (c)** In the event of a tie vote no action will be proceeded with.
- (d)** In making decisions under this Article the Board will bear in mind that only those employees whose performance at their trade will benefit from the trade improvement courses which can be available will be assigned to same (i.e. if the problem is purely one of age no action will be taken).

ARTICLE 25
PROHIBITION OF WORK STOPPAGE DUE TO JURISDICTIONAL DISPUTES

25:01 The parties agree that a jurisdictional dispute will in no way interfere with the progress and prosecution of the work. The Union agrees that in respect of jurisdictional disputes during the life of the Agreement, it will not be involved in, and it will not directly or indirectly, sanction or authorize any slowdown, work-to-rule, stoppage of work, refusal to perform work, or any activity designed to restrict or limit output, and no employee shall be involved in such action. It is further agreed by the Union that should any such action be taken the Union shall instruct its members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner and shall enforce such instruction.

ARTICLE 26
WORK DESCRIPTION

26:01 The Employers recognize and accept the jurisdictional claims of the Union as established by attested Trade Agreements and Agreements of Record and/or decisions of record of the Canadian Impartial Jurisdictional Disputes Board, AFL-CIO, as they shall apply within the Construction Sheet Metal Industry.

26:02 Without in any way limiting the scope of the above recognition, it specifically applies to the manufacture, fabricating, assembling, erection, and/or installations, dismantling, reconditioning, adjustment, alteration, repairing, welding, handling and servicing of all sheet metal work within the Construction Industry in the Province of Manitoba and none but Journeypersons Sheet Metal Workers, Apprentices, Welders, Helpers, and Pre-Apprentices shall perform said work under this Agreement.

26:03 Nothing contained herein shall prohibit the performance of any work under Production Workers Agreements entered into by any of the parties hereto.

ARTICLE 27
EMPLOYER CONTRIBUTION

27:01 EDUCATION TRAINING FUND:

The Employer will contribute ten cents (10¢) per hour worked for each employee covered under the terms of this agreement and remit to the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), Local 511, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5.

ARTICLE 28
ADMINISTRATION OF AGREEMENT

28:01 The Employer will make contributions in cents per hour for each and every hour or part hour of employment in any job classification to the Manitoba Association of Sheet Metal & Air Handling Contractors Inc. (MASMAHC). No part of these funds shall be used for political or anti-Union activities. The Local Union shall not be responsible for collecting these funds.

28:02 Each Employer shall contribute an amount in cents-per-hour, as specified by the Construction Labour Relations Association of Manitoba, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of the Construction Labour Relations Association of Manitoba. The collection of such monies and any expenses shall be the sole responsibility of the Construction Labour Relations Association of Manitoba. The Union will not be liable and shall be indemnified from any defaulting Employer.

In particular the costs of meeting accommodations for the purpose of Collective Bargaining and Joint Safety Conferences.

28:03 JOINT CONFERENCE BOARD:

- (a) The Employer and the Union agree to the formation of a Joint Conference Board, consisting of three (3) signatory Employer nominees, and three (3) members of the Union (one (1) of whom must be the Business Manager of the Union) who shall meet as required by written notice from either party within ten (10) working days of notification to review the operations of this Agreement.

- (b) A quorum for all meetings of this Board shall consist of two (2) nominees of each party. Decisions of the Board shall be made by a majority of the votes cast. Equal voting rights will be maintained at all times.
- (c) The Board shall be concerned with reviewing the operation of this Agreement, labour supply, and general technical, and economic conditions of the Sheet Metal and Ventilation and Air Conditioning Industry and may make recommendations to the parties for the benefit of the Industry and the general public, and may establish regulations governing the conduct of the Employers or the members of the Union.

28:04 In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner the Union and the Employer agree that all Employers who are not members of the Sheet Metal Trade Division of the Construction Labour Relations Association of Manitoba, shall contribute an amount in cents per hour as specified by the Construction Labour Relations Association of Manitoba, for each hour for which wages are payable to the Construction Labour Relations Association. Such contributions shall be directed to the Sheet Metal Industry Promotion Fund which shall be administered by the parties benefit plan Administrator. The Local may endeavour to facilitate that the employers will contribute the applicable amounts to the fund, and the Local Union shall not be responsible for collecting these funds.

The current C.L.R.A.M. fee is ten cents (10¢) per hour worked under this Collective Agreement and is subject to review by the Membership of the Association. Accordingly, the parties benefit plan Administrator shall distribute on a monthly basis to the C.L.R.A.M. an equivalent amount of ten cents (10¢) per person hour worked based on the contributions received. Further, the Administrator shall provide on a monthly basis with each remittance to the C.L.R.A.M., a detailed listing of all contributing Employers and the total amount of hours worked for each Employer. Such remittance shall be post marked no later than the fifteenth (15th) day of each month following the month the hours were worked. All costs associated with the administration of these contributions shall be borne solely by the C.L.R.A.M.

ARTICLE 29
SHEET METAL INDUSTRY FUNDS - EMPLOYEE CONTRIBUTIONS

(a) BUILDING TRADES COUNCIL FUND

Five cents (5¢) per hour for each and every hour or part hour of employment in any job classification will be deducted from the employees' wages and remitted by the Employer to the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) Local Union 511, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5

(b) BENEVOLENT FUND

1. The Employer agrees to deduct the following amounts per hour worked from the employee's wages and remit to Local No. 511 Benevolent Fund.

Two cents (2¢) per hour

This Fund shall be used to provide:

- (i) Assistance to members in paying Health & Welfare premiums where required.
- (ii) Up-Grading courses for Tradesperson.
- (iii) Other Benevolent Services for and on behalf of members.

This Fund shall not be disbursed for purposes that can work against the better interests of the Employers.

2. All Benevolent contributions are to be forwarded to the office of the Administrator, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5.

(c) WESTERN CANADIAN CONFERENCE OF SHEET METAL WORKERS

Effective June 1st, 1995, one cent (1¢) per hour for each and every hour or part hour of employment in any job classification will be deducted from the employees' wages and remitted by the Employer to the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) Local Union 511, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5.

(d) EDUCATION TRAINING FUND

The Employer agrees to deduct ten cents (10¢) per hour worked from the employees' wages and remit to Local 511 Education Training Fund. These monies will be remitted by the Employer to the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), Local 511, 438 Higgins Avenue, Winnipeg, Manitoba, R3A 1S5.

(e) FUND CONTRIBUTIONS

The Employer will endeavour to remit all funds noted in (a), (b), (c) and (d) to the Union by the tenth (10th) day of the month following the month in which the deductions are made.

IN WITNESS AND TESTIMONY of the terms and provisions mutually agreed upon and specified herein, the duly authorized officers and/or representatives of both parties hereby affix their signatures and seal this _____ day of _____, 2024.

SIGNED AND SEALED by the Authorized Officers of the Construction Labour Relations Association of Manitoba on behalf of and as agent for the Member Firms of its Sheet Metal Contractors Trade Division, parties of the first part:

K. Melsted
Sheet Metal Trade Division Director

P. Wightman
Executive Director

SIGNED AND SEALED by the Authorized Officers of the Union, party of the second part:
This _____ day of _____, 2024.

For SMART
Local Union 511

W. Truman
Business Manager

The Members of the Sheet Metal Contractors Trade Division of the Construction Labour Relations Association of Manitoba as of the date of signing this Agreement are:

Basar Heating & Air Conditioning Limited
E.S. Fox Ltd
Fuller-Austin of Canada Limited
Jacobs Industrial Services Ltd.
Pellaers Ventilation Inc.
Vent Air Industries Ltd. – 3768172 Manitoba Ltd.

NOTE: Refer to the attached Letter of Agreement #1 concerning the status of the Employer(s) in the event of disputes involving penalties or damages.

APPENDIX #1a – Re: Classification Hourly Rates of Pay

between
Sheet Metal Contractors Trade Division
of the Construction Labour Relations Association of Manitoba
and
SMART, Local Union 511 Sheet Metal Division

Classification Hourly Rates of Pay

		Effective	Effective	Ratification	Effective	Effective
<u>Classification</u>	May 1 2022	September 1 2022	April 1 2023**	November 25 2023	April 1 2024	May 1 2025
Senior Journeyman (100%)	\$41.38	\$41.38	\$41.40	Classification removed	n/a	n/a
Journeyman (100% November 25 2023)	\$39.88	\$39.88	\$41.40	\$42.40	\$44.20	\$45.20

Apprentice/Pre-Apprentice/Shop Workers/Students:

Schedule of wages based on percentages of Journeyman Sheet Metal Workers scale set as follows:

		Effective	Effective	Effective	Effective	Effective
<u>Classification</u>	May 1 2022	September 1 2022	April 1 2023**	November 25 2023	April 1 2024	May 1 2025
4th year Apprentice	\$34.35	\$34.35	\$35.19	\$36.04	\$37.57	\$38.42
3rd year Apprentice	\$30.21	\$30.21	\$31.05	\$31.80	\$33.15	\$33.90
2nd year Apprentice	\$26.07	\$26.07	\$26.91	\$27.56	\$28.73	\$29.38
1st year Apprentice	\$20.69	\$20.69	\$20.70	\$21.20	\$22.10	\$22.60
Pre-Apprentice Level 2	\$19.55*	\$20.00*	\$20.50*	\$20.50*	\$21.00*	\$21.00*
Pre-Apprentice Level 1	\$16.55	\$16.55	\$16.56	\$16.96	\$17.68	\$18.08
Classified Shop Worker	\$16.55	\$16.55	\$16.56	\$16.96	\$17.68	\$18.08

* **CIWA General Construction Labourer Trainee 2 Minimum Rate**

** **CIWA changes**

Students shall be paid the minimum wage, as per The Employment Standards Code.

Note #1: All rates calculated from Journeyperson rate representing one hundred percent (100%) and rounded to two (2) decimal points.

Note #2: The Union and/or the employee shall notify the Employer when a Pre-Apprentice has accumulated one thousand eight hundred (1800) hours of sheet metal work experience and is to be advanced to the first year Apprentice rate.

Note #3: The parties agree that upon the date of signing of this Collective Agreement, no employee shall have his/her rate reduced as a result of the implementation of Appendix #1a or Appendix #1b.

APPENDIX #1b – Re: Classification Hourly Rates of Pay

between
Sheet Metal Contractors Trade Division
of the Construction Labour Relations Association of Manitoba
and
(SMART) Local Union 511 Sheet Metal Division

Classification Hourly Rates of Pay:

Welder

Schedule of wages based on percentages of Journeyperson Sheet Metal Workers scale set as follows:

		Effective	Effective	Effective	Effective	Effective
<u>Classification</u>	May 1 2022	September 1 2022	April 1 2023**	November 25 2023	April 1 2024	May 1 2025
Welder 1	\$35.17	\$35.17	\$35.19	\$36.04	\$37.57	\$38.42
Welder 2	\$31.04	\$31.04	\$31.05	\$31.80	\$33.15	\$33.90
Welder 3	\$26.90	\$26.90	\$26.91	\$27.56	\$28.73	\$29.38

**** CIWA changes**

Note #1: All rates calculated from Journeyperson rate representing one hundred percent (100%) and rounded to two (2) decimal points.

Note #2: All Journeyperson Sheet Metal Workers employed as welders shall be paid Journeyperson rate of pay.

Note #3: The parties agree that upon the date of signing of this Collective Agreement, no employee shall have his/her rate reduced as a result of the implementation of Appendix #1a or Appendix #1b.

LETTER OF AGREEMENT #1 – Re: Employer Acts and Conduct

In consideration of the execution by the Parties hereto of the attached Collective Agreement the following mutual covenant is agreed by them:

1. In any dispute between the Union and an individual Employer or individual Employers which involves penalties or damages, each Employer shall alone be liable and responsible for his/her own individual acts and conduct.
2. It is further agreed that this Letter of Agreement will remain in full force and effect for the same period as the Collective Agreement referred to herein and will be deemed to be renewed on the effective date and for the same period as each successor Collective Agreement unless cancelled by written notice by either the Union or the Employer which notice shall be given together with the notice to bargain collectively for renewal of the Collective Agreement referred to herein, or each successor Collective Agreement as the case shall require.

Agreed this _____ day of _____, 2024.

For the Construction Labour Relations
Association of Manitoba

For
SMART
Local Union 511

K. Melsted
Sheet Metal Trade Division Director

W. Truman
Business Manager

P. Wightman
Executive Director

LETTER OF UNDERSTANDING #1 - Re: Helpers

between

Sheet Metal Contractors Trade Division
of the Construction Labour Relations Association of Manitoba
and

International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART)
Local Union 511 Sheet Metal Division
2022 - 2026

In particular "**Helpers**"

The parties signatory to the attached Agreement recognize the classification of "Helper" as established prior to the signing of this Agreement. It is agreed that Management can continue to employ, Helpers (employed prior to May 1, 1995) to assist field Journeypersons in the performance of their work. Provided the Employer has in his/her employ his/her complement of Apprentices, he/she may employ one (1) helper for every three (3) Journeypersons employed in the field. It is further agreed the rate of pay and pension contributions for these employees shall be a percentage of the Journeyperson rate as follows:

Wage Rate: Helpers at 80% of Journeyperson Rate

		Effective	Effective	Effective	Effective	Effective
<u>Classification</u>	May 1 2022	September 1 2022	April 1 2023**	November 25 2023	April 1 2024	May 1 2025
Helpers	\$33.10	\$35.17	\$33.12	\$33.92	\$35.36	\$36.16

**** CIWA changes**

Pension Contribution: Helpers at 80% of Journeyperson Contribution

		Effective	Effective	Effective
	May 1 2022	November 25 2023	April 1 2024	May 1 2025
EMPLOYER	48¢/hr.	52¢/hr.	56¢/hr.	60¢/hr.
EMPLOYEE	\$4.40/hr.	\$4.40/hr.	\$4.40/hr.	\$4.40/hr.

Should a helper qualify and apply for indentured Apprentice status, he/she shall be given credit for the time served and experience gained during his/her employment as a Helper in the amount and under the conditions decided by the Director of Apprenticeship Trades Qualifications Department.

A year's work experience shall consist of a minimum of one thousand eight hundred (1,800) hours. To qualify for the rate applicable to his/her experience the employee's

hours will be based on those hours reported to the Sheet Metal Workers Local 511 Pension Trust Fund.

It is further agreed any present Helpers employed in the shop shall be reclassified as "Classified Shop Workers" with no reduction in pay.

For the Construction Labour Relations
Association of Manitoba

For
SMART
Local Union 511

K. Melsted
Sheet Metal Trade Division Director

W. Truman
Business Manager

P. Wightman
Executive Director

**LETTER OF UNDERSTANDING #2 – Re: Employer Pension Contributions on
Behalf of Members over 71 (seventy-one) Years of Age**

between

Sheet Metal Contractors Trade Division
of the Construction Labour Relations Association of Manitoba

and

International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART)
Local Union 511 Sheet Metal Division
2022 – 2026

The Parties agree that the hourly Employer pension contribution for any employee who is 71 (seventy-one) years old or older, shall receive said pension contribution in the form of "other income" by separate cheque (with all statutory deductions made) for each payroll period worked.

For the Construction Labour Relations
Association of Manitoba

For SMART
Local Union 511

K. Melsted
Sheet Metal Trade Division Director

W. Truman
Business Manager

P. Wightman
Executive Director