

FOUR NEW K-8 SCHOOLS
TP-01 – Fire Protection + Pre-Cast Piling Supply &
Installation

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-01 – FIRE PROTECTION + PRE-CAST PILING SUPPLY & INSTALLATION**

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 Front-End Specifications
Total Pages: 93

1. 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**
2. 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 1.1.10
 - ii. Added clause 1.1.11
 - iii. Modified clause 1.1.2.8
 - iv. Added clause 1.1.2.9
 - v. Modified clause 1.2.1, reflecting actual pages of the Bid Form
 - vi. Modified clause 1.2.2
 - vii. Modified clause 1.2.3
 - viii. Modified clause 1.2.4
 - ix. Added clause 1.2.5
 - x. Added clause 1.2.6
 - xi. Modified Bid Form
 1. Added Mandatory Pass/Fail Requirements

2. Updated Section Numbering to reflect new Requirements
 3. Modified Evaluation Criteria to reflect Mandatory Requirements
 4. Added Proposal Submission Requirements to TP-1-2 Piling – See Page 7
 5. Modified Points related to Section 2 & Section 3
 - xii. **Added Appendix A: Mandatory Requirements**
Proponents are advised that this is a mandatory submission with the proposal.
Failure to complete and submit form with proposal will result in disqualification.
 - xiii. **Added Appendix B: Conflict of Interest**
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 C: Manitoba Jobs Agreement Contractor Attestation Form**
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. **Added Appendix D: Manitoba Jobs Agreement Proposed Assignment Report**
Proponents are advised that this is a mandatory submission with the proposal.
Failure to complete and submit form with proposal will result in disqualification.
3. Replace Section 01 22 00 Unit Prices with Section 01 22 00 attached herein.
 - a. Specific changes are noted on the following items;
 - i. Added clause 1.3.9, Pre-Cast Concrete Pile Extension (300 HEX Extension)
 - ii. Added clause 1.3.10, Pre-Cast Concrete Pile Extension (400 HEX Extension)
 - iii. Added clause 1.4.11, Pre-Cast Concrete Pile Extension (300 HEX Extension)
 - iv. Added clause 1.4.12, Pre-Cast Concrete Pile Extension (400 HEX Extension)
 - v. Added clause 1.5.8, Pre-Cast Concrete Pile Extension (400 HEX Extension)
 - vi. Added clause 1.6.10, Pre-Cast Concrete Pile Extension (300 HEX Extension)
 - vii. Added clause 1.6.11, Pre-Cast Concrete Pile Extension (400 HEX Extension)
 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 #2 Clarifications

Question: *What information will be available to the Piling Contractor's prior to ordering piles?*

Answer: The Geotechnical Information, the results of the Pile Test Program and the site/building geodetic information. Proponents will be required to use a level of diligence typically expected of Piling Contractors when finalizing pile length orders, to reduce or eliminate the need for pile extensions and/or additional piles due to lack of refusal. If the piling contractor orders piles shorter than what could reasonably be ascertained from the available data, no cost will be paid for the necessary pile extensions or additional piles that may be required to accommodate the lack of refusal. Should lack of refusal occur due to unforeseen conditions, the piling contractor will be compensated using the pile extension unit price where practical, or the piling unit price when additional piles are required.

Question: *The tender package appears to be for design-assist budget pricing. Is that what you are looking for from Classic Fire? A full design assist price (completed on the bid forms with all attachments / supporting documents) or are you (at this time) simply looking for budget sprinkler #'s for S&I of each school?*

Answer: No - The price being submitted for is inclusive of Design Assist and Construction, based on the Class B Documents provided. The Trade Contractor will be responsible to provide narrative and open book breakdowns for any adjustments to the budget pricing, both up and down, during the Pre-Construction phase as design continues to develop. The Project Team may elect to award schools to several contractor's or group schools. The Bid Form will include a spot to indicate the order of preference for award which will be taken into consideration when reviewing.

ITEM #3 MANITOBA JOBS AGREEMENT & RELEVANT DOCUMENTATION

Total Pages: 157

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. 1a – Operating Engineers (ICI Piling)
 - .2 Appendix No. 2 – General Teamsters (ICI)
 - .3 Appendix No. 3a - Ironworkers (ICI Reinforcing Division)
 - .4 Appendix No. 3b - Ironworkers Structural Steel
 - .5 Appendix No. 4a – Plumbing and Pipefitters (ICI Sprinkler Fitters)
 - .6 Appendix No. 7a - Labourers (ICI)
 - .7 Appendix No. 8b – Cement Masons
 - .8 Carpenter Labour Costs
 - a. Formal Appendix to follow
 - .9 Scaffolder Labour Costs (Commercial)
 - a. Formal Appendix to follow

END OF SECTION

1.1 AVAILABLE INFORMATION

- .1 Documents Relevant to Piling Scope of Work
 - .1 Front End Specification Package dated November 14, 2025
 - .2 Structural Memo dated November 12, 2025
 - .3 Structural Drawings dated November 12, 2025
 - .1 S-1.1
 - .2 S-1.2
 - .3 S-1.3
 - .4 Devonshire Drive West School Site Geotechnical Investigation Report dated January 26, 2023
 - .5 Geotechnical Investigation - Proposed New K-8 School Skyline Drive, Prairie Pointe - Winnipeg, Manitoba dated May 20, 2025
 - .6 Brandon K-8 School Geotechnical Investigation Report dated September 10, 2025
 - .7 Meadowlands Community School West St. Paul, MB Geotechnical Report dated June 13, 2025
 - .8 Structural Memo dated November 25, 2025
 - .9 Piling Tender Site Plan dated November 27, 2025
 - .10 Manitoba Jobs Agreement, Associated Forms, & Appendices
 - .11 Addendum(s) as required and issued
- .2 Documents Relevant to Fire Protection Scope of Work
 - .1 Front End Specification Package 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 Alternate Price Main & Second Floor Enlarged Plans dated November 21, 2025
- .8 Manitoba Jobs Agreement, Associated Forms, & Appendices
- .9 Addendum(s) as required and issued
- .3 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 Pages 3 – 7 for Bid Form.
- .2 Refer to Appendix A & B for the required Additional Bid Form Content related to both Scopes of Work.
- .3 Refer to Appendix C for the mandatory Manitoba Jobs Agreement Contractor Attestation Form.
- .4 Refer to Appendix D for the mandatory Manitoba Jobs Agreement Proposed Jurisdictional Assignment Report.
- .5 All Bid Forms to be submitted electronically via Email to:

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

BID FORM

Submitted by: _____
(Company Name)

(Address)

(Phone)

(E-mail)

Project: **Four New K-8 Schools
Winnipeg/Brandon, Manitoba**

Project Number: **4962/4963/4964/4965**

To (Construction Manager): **Penn-co Construction Canada (2003) Ltd.**

We, the undersigned, having examined the bid documents for the above named project, including Addendum Number(s) _____, hereby offer to perform the Work in accordance with the following Scope of Work Package(s)*;

**If the Project Team elects to award multiple Projects to a single proponent, please identify the order of preference for award (1 being highest preference, 4 being lowest preference) the Project Team does not guarantee that Order of Preference will be considered. Please also identify a deduct associated with additional volume, should the proponent be awarded multiple projects.*

Scope of Work Package #TP-1-1 (Devonshire School RETSD), the stipulated bid price of:

_____ in Canadian Dollars, PST Included.

Preference of Award (RETSD) (Circle One): 1 2 3 4

Scope of Work Package #TP-1-1 (Skyline School PSD), the stipulated bid price of:

_____ in Canadian Dollars, PST Included.

Preference of Award (RETSD) (Circle One): 1 2 3 4

Scope of Work Package #TP-1-1 (Cowley School SOSD), the stipulated bid price of:

_____ in Canadian Dollars, PST Included.

Preference of Award (RETSD) (Circle One): 1 2 3 4

Scope of Work Package #TP-1-1 (Brookwood School BSD), the stipulated bid price of:

_____ in Canadian Dollars, PST Included.

Preference of Award (RETSD) (Circle One): 1 2 3 4

Scope of Work Package #TP-1-1 (All Projects), Construction Execution Markup % of:

_____ %

Scope of Work Package #TP-1-1 Volume Deduct (2 Projects Awarded),

DEDUCT \$ _____ in Canadian Dollars.

Scope of Work Package #TP-1-1 Volume Deduct (3 Projects Awarded),

DEDUCT \$ _____ in Canadian Dollars.

Scope of Work Package #TP-1-1 Volume Deduct (4 Projects Awarded),

DEDUCT \$ _____ in Canadian Dollars.

Scope of Work Package #TP-1-2, the following Unit Prices:

Devonshire School (RETSD)

Unit Price #1 _____ in Canadian Dollars, PST Included.

Unit Price #2 _____ in Canadian Dollars, PST Included.

Unit Price #3 _____ in Canadian Dollars, PST Included.

Unit Price #4 _____ in Canadian Dollars, PST Included.

Unit Price #5 _____ in Canadian Dollars, PST Included.

Unit Price #6 _____ in Canadian Dollars, PST Included.

Unit Price #7 _____ in Canadian Dollars, PST Included.

Unit Price #8 _____ in Canadian Dollars, PST Included.

Unit Price #9 _____ in Canadian Dollars, PST Included.

Unit Price #10 _____ in Canadian Dollars, PST Included.

Skyline School (PSD)

Unit Price #1 _____ in Canadian Dollars, PST Included.

Unit Price #2 _____ in Canadian Dollars, PST Included.

Unit Price #3 _____ in Canadian Dollars, PST Included.

Unit Price #4 _____ in Canadian Dollars, PST Included.

Unit Price #5 _____ in Canadian Dollars, PST Included.

Unit Price #6 _____ in Canadian Dollars, PST Included.

Unit Price #7 _____ in Canadian Dollars, PST Included.

Unit Price #8 _____ in Canadian Dollars, PST Included.

Unit Price #9 _____ in Canadian Dollars, PST Included.

Unit Price #10 _____ in Canadian Dollars, PST Included.

Unit Price #11 _____ in Canadian Dollars, PST Included.

Unit Price #12 _____ in Canadian Dollars, PST Included.

Cowley School (SOSD)

Unit Price #1 _____ in Canadian Dollars, PST Included.

Unit Price #2 _____ in Canadian Dollars, PST Included.

Unit Price #3 _____ in Canadian Dollars, PST Included.

Unit Price #4 _____ in Canadian Dollars, PST Included.

Unit Price #5 _____ in Canadian Dollars, PST Included.

Unit Price #6 _____ in Canadian Dollars, PST Included.

Unit Price #7 _____ in Canadian Dollars, PST Included.

Unit Price #8 _____ in Canadian Dollars, PST Included.

Brookwood School (BSD)

Unit Price #1 _____ in Canadian Dollars, PST Included.

Unit Price #2 _____ in Canadian Dollars, PST Included.

Unit Price #3 _____ in Canadian Dollars, PST Included.

Unit Price #4 _____ in Canadian Dollars, PST Included.

Unit Price #5 _____ in Canadian Dollars, PST Included.

Unit Price #6 _____ in Canadian Dollars, PST Included.

Unit Price #7 _____ in Canadian Dollars, PST Included.

Unit Price #8 _____ in Canadian Dollars, PST Included.

Unit Price #9 _____ in Canadian Dollars, PST Included.

Unit Price #10 _____ in Canadian Dollars, PST Included.

Unit Price #11 _____ in Canadian Dollars, PST Included.

All Content outlined below shall be submitted by all proponents for Scope of Work TP-1-2 Piling, information to be submitted at the time of submission.

PROPOSAL SUBMISSION REQUIREMENTS (RELATED TO TP-1-2 – See Pages 8-10 for TP-1-1)

Item	Description	Points
1.0	Mandatory Requirements	
1.1	Signed Bid Form	Pass / Fail
1.2	COR or SECOR Certification (see Bid Form – Appendix A)	Pass / Fail
1.3	WCB Letter of Good Standing (see Bid Form – Appendix A)	Pass / Fail
1.4	Conflict of Interest Form (see Bid Form – Appendix B)	Pass / Fail
1.5	Manitoba Jobs Agreement Contractor Attestation Form) (See Bid Form Appendix C)	Pass / Fail
1.6	Manitoba Jobs Agreement Proposed Jurisdictional Assignment Report (See Bid Form Appendix D)	Pass / Fail

Mandatory requirements will be checked for compliance on a pass/fail basis. Submissions not meeting all mandatory requirements will be considered non-compliant.

We the undersigned declare that:

- a) This bid is open to acceptance by the Construction Manager for a period of sixty (60) days from the date of bid closing.
- b) All bid form supplements called for by the Bid Documents form an integral part of this bid.

Signed and submitted by:

(Proponent)

(Authorized Signing Officer) (Title)

(Signature of Authorized Signing Officer)

Dated this _____ day of _____, 2025.

END OF SECTION

APPENDIX A – TP-1-1 FIRE PROTECTION

Submitted by: _____
(Company Name)

(Address)

(Phone)

(E-mail)

Project: **Four New K-8 Schools**
 Winnipeg/Brandon, Manitoba

Project Number: **4962/4963/4964/4965**

All Content outlined below shall be submitted by all proponents for Scope of Work TP-1-1 Fire Protection, information to be submitted at the time of submission.

PROPOSAL SUBMISSION REQUIREMENTS

Item	Description	Points
1.0	Mandatory Requirements	
1.1	Signed Bid Form	Pass / Fail
1.2	COR or SECOR Certification (see Bid Form – Appendix A)	Pass / Fail
1.3	WCB Letter of Good Standing (see Bid Form – Appendix A)	Pass / Fail
1.4	Conflict of Interest Form (see Bid Form – Appendix B)	Pass / Fail
1.5	Manitoba Jobs Agreement Contractor Attestation Form) (See Bid Form Appendix C)	Pass / Fail
1.6	Manitoba Jobs Agreement Proposed Jurisdictional Assignment Report (See Bid Form Appendix D)	Pass / Fail
2.0	Company Experience and Capabilities	35
2.1	Provide a list of three (3) similar scale projects. 1. Project Name: _____ Contract Value: _____ Completion Date: _____ 2. Project Name: _____ Contract Value: _____ Completion Date: _____	

	<p>3. Project Name: _____</p> <p>Contract Value: _____</p> <p>Completion Date: _____</p>	
2.2	<p>Provide a minimum of three (3) similar project experience references.</p> <p>1. Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>2. Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>3. Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	
2.3	<p>Provide a brief outline of current ongoing work and future projects that would be occurring concurrently with this project.</p> <p>Name & Location: _____</p> <p>Contract Value: _____ Completion Date: _____</p> <p>Name & Location: _____</p> <p>Contract Value: _____ Completion Date: _____</p> <p>Name & Location: _____</p> <p>Contract Value: _____ Completion Date: _____</p> <p>Name & Location: _____</p> <p>Contract Value: _____ Completion Date: _____</p> <p>Name & Location: _____</p> <p>Contract Value: _____ Completion Date: _____</p> <p>Name & Location: _____</p> <p>Contract Value: _____ Completion Date: _____</p>	
3.0	Foreman Resume	20
3.1	<p>Provide a CV for Foreman including their credentials and previous project experience as it relates to their proposed role for this project.</p>	

3.0	Subtotal	55
4.0	Bid Price	30
5.0	Construction Execution Markup %	15
6.0	Total	100

EVALUATION

1. The evaluation committee will be comprised of representatives from Penn-co Construction, Capital Project Planning and Delivery, 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. Bid Price evaluation will be based on the following:
 - a. 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.
 - b. For example, if a proponent bids \$150 and that is the lowest price, that proponent receives 100% of the possible points for that category ($150 / 150 \times 100 = 100\%$; $100\% \times 30$ points available = 30 points received). A proponent who bids \$200 receives 75% of the possible points ($150 / 200 \times 100 = 75\%$; $75\% \times 30$ points available = 22.5 points received).
4. Construction Execution Markup will be evaluated based on the following:
 - a. 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.
 - b. For example, if a proponent bids 5% and that is the lowest price, that proponent receives 100% of the possible points for that category ($0.05 / 0.05 \times 100 = 100\%$; $100\% \times 15$ points available = 15 points received). A proponent who bids 10% receives 50% of the possible points ($0.05 / 0.10 \times 100 = 50\%$; $50\% \times 15$ points available = 7.5 points received).

END OF SECTION

APPENDIX A: Mandatory Requirements

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

Submitted by: _____
(Company Name)

COMPANY INFORMATION

1. WCB Letter of Good Standing

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

2. 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:

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 Tender Package. 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 Tender 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 Tender Package. Bid 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 Tender Package. 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 – 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 D – MANITOBA JOBS AGREEMENT 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.

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 RELATED REQUIREMENTS

- .1 Section 31 62 14 Precast Concrete Piles

1.2 GENERAL

- .1 Submit complete and accurate prices for each Unit Price including overhead and profit, labour, materials, and equipment.
- .2 Referenced specifications Sections as identified outline pertinent requirements for products and methods to achieve the Work under each Unit Price.

1.3 UNIT PRICES (DEVONSHIRE SCHOOL - RETSD)

- .1 Unit Price #1 – Mobilization & Demobilization (Pre-Cast)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be for mobilization & demobilization of Installation crews and equipment required to facilitate all Pre-Cast Pile Unit Prices.
- .2 Unit Price #2 – P-4 – 400 Hex Pre-Cast Concrete Pile (End Bearing) – 14-16M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .3 Unit Price #3 – P-4 – 400 Hex Pre-Cast Concrete Pile (End Bearing) – 16.01-18M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .4 Unit Price #4 – P-3 – 300 Hex Pre-Cast Concrete Pile (End Bearing) – 14-16M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.

- .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .5 Unit Price #5 – P-3 – 300 Hex Pre-Cast Concrete Pile (End Bearing) – 16.01-18M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .6 Unit Price #6 – Mobilization & Demobilization (Cast-in-Place)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be for mobilization & demobilization of Installation crews and equipment required to facilitate all Cast-in-Place Pile Unit Prices.
- .7 Unit Price #7 – P-1 – 400 Diameter Cast-in-Place Concrete Pile – 9.2M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install.
 - .3 Quantity of piles to be based on drawings provided.
- .8 Unit Price #8 – P-2 – 400 Diameter Cast-in-Place Concrete Pile – 7.6M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install.
 - .3 Quantity of piles to be based on drawings provided.
- .9 Unit Price #9 – Pre-Cast Concrete Pile Extension (300 HEX Extension)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply and Installation of a pile extension up to a maximum length of 1.525 m, based on the drawing provided (S-1.2).
 - .1 This shall include all drilling and grouting, reinforcement, forming, and concreting required for the extension.
- .10 Unit Price #10 – Pre-Cast Concrete Pile Extension (400 HEX Extension)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply and Installation of a pile extension up to a maximum length of 1.525 m, based on the drawing provided (S-1.2).
 - .1 This shall include all drilling and grouting, reinforcement, forming, and concreting required for the extension.

1.4 UNIT PRICES (SKYLINE SCHOOL - PSD)

- .1 Unit Price #1 – Mobilization & Demobilization (Pre-Cast)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be for mobilization & demobilization of Installation crews and equipment required to facilitate all Pre-Cast Pile Unit Prices.
- .2 Unit Price #2 – P-4 – 400 Hex Pre-Cast Concrete Pile (End Bearing) – 14-16M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .3 Unit Price #3 – P-4 – 400 Hex Pre-Cast Concrete Pile (End Bearing) – 16.01-18M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .4 Unit Price #4 – P-4 – 400 Hex Pre-Cast Concrete Pile (End Bearing) – 18.01-20M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .5 Unit Price #5 – P-3 – 300 Hex Pre-Cast Concrete Pile (End Bearing) – 14-16M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.

- .6 Unit Price #6 – P-3 – 300 Hex Pre-Cast Concrete Pile (End Bearing) – 16.01-18M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .7 Unit Price #7 – P-3 – 300 Hex Pre-Cast Concrete Pile (End Bearing) – 18.01-20M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .8 Unit Price #8 – Mobilization & Demobilization (Cast-in-Place)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be for mobilization & demobilization of Installation crews and equipment required to facilitate all Cast-in-Place Pile Unit Prices.
- .9 Unit Price #9 – P-1 – 400 Diameter Cast-in-Place Concrete Pile – 9.2M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install.
 - .3 Quantity of piles to be based on drawings provided.
- .10 Unit Price #10 – P-2 – 400 Diameter Cast-in-Place Concrete Pile – 7.6M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install.
 - .3 Quantity of piles to be based on drawings provided.
- .11 Unit Price #11 – Pre-Cast Concrete Pile Extension (300 HEX Extension)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply and Installation of a pile extension up to a maximum length of 1.525 m, based on the drawing provided (S-1.2).
 - .1 This shall include all drilling and grouting, reinforcement, forming, and concreting required for the extension.
- .12 Unit Price #12 – Pre-Cast Concrete Pile Extension (400 HEX Extension)
 - .1 Refer to Section 31 62 14

- .2 Unit Price shall be the combined Supply and Installation of a pile extension up to a maximum length of 1.525 m, based on the drawing provided (S-1.2).
 - .1 This shall include all drilling and grouting, reinforcement, forming, and concreting required for the extension.

1.5 UNIT PRICES (COWLEY – SOSD)

- .1 Unit Price #1 – Mobilization & Demobilization (Pre-Cast)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be for mobilization & demobilization of Installation crews and equipment required to facilitate all Pre-Cast Pile Unit Prices.
- .2 Unit Price #2 – P-4 – 400 Hex Pre-Cast Concrete Pile (End Bearing) – 22-24M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .3 Unit Price #3 – P-4 – 400 Hex Pre-Cast Concrete Pile (End Bearing) – 24.01-26M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .4 Unit Price #4 – Mobilization & Demobilization (Cast-in-Place)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be for mobilization & demobilization of Installation crews and equipment required to facilitate all Cast-in-Place Pile Unit Prices.
- .5 Unit Price #5 – P-1 – 400 Diameter Cast-in-Place Concrete Pile – 9.2M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install.
 - .3 Quantity of piles to be based on drawings provided.
- .6 Unit Price #6 – P-2 – 400 Diameter Cast-in-Place Concrete Pile – 7.6M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install.

- .3 Quantity of piles to be based on drawings provided.
- .7 Unit Price #7 – P-3 – 500 Diameter Cast-in-Place Concrete Pile – 11M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install.
 - .3 Quantity of piles to be based on drawings provided.
- .8 Unit Price #8 – Pre-Cast Concrete Pile Extension (400 HEX Extension)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply and Installation of a pile extension up to a maximum length of 1.525 m, based on the drawing provided (S-1.2).
 - .1 This shall include all drilling and grouting, reinforcement, forming, and concreting required for the extension.

1.6 UNIT PRICES (BROOKWOOD - BSD)

- .1 Unit Price #1 – Mobilization & Demobilization (Pre-Cast)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be for mobilization & demobilization of Installation crews and equipment required to facilitate all Pre-Cast Pile Unit Prices.
- .2 Unit Price #2 – P-1 – 300 Hex Pre-Cast Concrete Pile (End Bearing) – 14.01-16M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .3 Unit Price #3 – P-1 – 300 Hex Pre-Cast Concrete Pile (End Bearing) – 16.01-18M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .4 Unit Price #4 – P-2 – 300 Hex Pre-Cast Concrete Pile (End Bearing) – 9.01-11M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.

- .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .5 Unit Price #5 – P-2 – 300 Hex Pre-Cast Concrete Pile (End Bearing) – 11.01-13M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .6 Unit Price #6 – P-3 – 400 Hex Pre-Cast Concrete Pile (End Bearing) – 14.01-16M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .7 Unit Price #7 – P-3 – 400 Hex Pre-Cast Concrete Pile (End Bearing) – 16.01-18M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .8 Unit Price #8 – P-4 – 400 Hex Pre-Cast Concrete Pile (End Bearing) – 22.01-24M Length
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
 - .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .9 Unit Price #9 – P-4 – 400 Hex Pre-Cast Concrete Pile (End Bearing) – 24.01-26M Length
 - .1 Refer to Section 31 62 14

- .2 Unit Price shall be the combined Supply & Install for each full-length pile to refusal.
- .3 Quantity of piles to be based on drawings provided, with final count to be confirmed prior to order.
 - .1 Piles may be delivered to site at anytime and staged at no cost to Piling Contractor.
- .10 Unit Price #10 – Pre-Cast Concrete Pile Extension (300 HEX Extension)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply and Installation of a pile extension up to a maximum length of 1.525 m, based on the drawing provided (S-1.2).
 - .1 This shall include all drilling and grouting, reinforcement, forming, and concreting required for the extension.
- .11 Unit Price #11 – Pre-Cast Concrete Pile Extension (400 HEX Extension)
 - .1 Refer to Section 31 62 14
 - .2 Unit Price shall be the combined Supply and Installation of a pile extension up to a maximum length of 1.525 m, based on the drawing provided (S-1.2).
 - .1 This shall include all drilling and grouting, reinforcement, forming, and concreting required for the extension.

Part 2 Products NOT USED

Part 3 Execution NOT USED

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

Part 1 GENERAL

1.1 SECTION INCLUDES

- .1 The intent of this Section is to ensure coordination between the Owner's Building Envelope Commissioning Agency professional, the Construction Manager, and the Trade Contractors, with respect to the organization, scheduling, and coordination of functional performance testing of building envelope systems specified in the Contract Documents.

1.2 RELATED REQUIREMENTS

- .1 Section 01 35 69 - Sustainable Design Requirements.
- .2 Division 07 - Thermal and Moisture Protection.
- .3 Division 08 - Openings.

1.3 REFERENCE STANDARDS

- .1 AAMA 501.1-17, Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors using Dynamic Pressure
- .2 AAMA 501.2-15, Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls and Sloped Glazing Systems
- .3 AAMA 501.5-07, Test Method for Thermal Cycling of Exterior Walls
- .4 ASHRAE 101-1981, Application of Infrared Sensing Devices to the Assessment of Building Heat Loss Characteristics
- .5 ASTM C1046-95 (2013), Standard Practice for In-Situ Measurement of Heat Flux and Temperature on Building Envelope
- .6 ASTM C1060-11a, Standard Practice for Thermographic Inspection of Insulation Installations in Envelope Cavities of Buildings
- .7 ASTM C1193-16 Standard Guide for Use of Joint Sealants
- .8 ASTM D4541-17, Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
- .9 ASTM E96/E96M-16, Standard Test Methods for Water Vapour Transmission of Materials
- .10 ASTM E283-04 (2012), Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors under Specified Pressure Differences Across the Specimen

- .11 ASTM E330-14, Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference
- .12 ASTM E331-00 (2016), Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors and Curtain Walls by Uniform Static Air Pressure Difference
- .13 ASTM E631-15, Standard Terminology of Building Constructions
- .14 ASTM E779-10, Standard Test Method for Determining Air Leakage Rate by Fan Pressurization
- .15 ASTM E783-02 (2010), Standard Test Method for Field Measurement of Air Leakage through Installed Exterior Windows and Doors
- .16 ASTM E1105-15, Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference
- .17 ASTM E1186-17, Standard Practices for Air Leakage Site Detection in Building Enclosures and Air Barrier Systems
- .18 ASTM E1258-88 (2012), Standard Test Method for Airflow Calibration of Fan Pressurization Devices
- .19 ASTM E2178-13, Standard Test Method for Air Permeance of Building Materials
- .20 ASTM E2319-04 (2011), Standard Test Method for Determining Air Flow through the Face and Sides of Exterior Windows, Curtain Walls and Doors under Specified Pressure Differences Across the Specimen
- .21 ASTM E2357-17, Standard Test Method for Determining Air Leakage of Air Barrier Assemblies
- .22 ASTM E3158-18, Standard Test Method for Measuring the Air Leakage Rate of a Large or Multi-zone Building
- .23 CSA A440-17, North American Fenestration Standard/Specification for Windows, Doors and Skylights
- .24 CSA Z320-11, (R2016), Building Commissioning
- .25 CSA Z5000-18, Building Commissioning for Energy Using Systems
- .26 CAN/CGSB 149-GP-2MP-86, Manual for Thermographic Analysis of Building Enclosures
- .27 CAN/CGSB 149.10, Determination of the Air tightness of Building Envelopes by the Fan Depressurization Method.

- .28 CAN/CGSB 149.15-96, Determination of the Overall Envelope Airtightness of Buildings by the Fan Pressurization Method using the Building's Air Handling Systems
- .29 CAN/ULC S741-08, Standard for Air Barrier Materials-Specification
- .30 CAN/ULC S742-11, Standard for Air Barrier Assemblies-Specification
- .31 US Army Corps of Engineers (USACE)/Air Barrier Association of America (ABAA): Air Leakage Test Protocol for Building Envelope

1.4 SUBMITTALS

- .1 Provide required information in accordance with Section 01 33 00 — Submittal Procedures.
- .2 Shop Drawings: submit shop drawings in accordance with relevant and related Building Enclosure Specification Sections.
- .3 Trade Contractor to adhere to Construction Manager's Quality Management Plan. Establish standardized approach to managing quality of materials and workmanship during execution of the work associated with the building enclosure including schedule and sequencing, quality assurance activities, quality control test and procedures, risk and limitations, and cold weather protection.
 - .1 Modifications: submit recommendations for modifications to Construction Manager addressing installation methods to reduce likelihood of deficiencies from occurring because of actual site conditions that may differ from manufacturers standard testing and installation requirements.
 - .2 Consultant will make final recommendation for modifications to Construction Manager when changes to standard installation details are required.
 - .3 Modifications made to standard installation details without the Construction Manager's knowledge and acceptance will be removed or resolved as directed by the Construction Manager when subsequently discovered.
 - .4 Trade Contractor will remain responsible for any modifications to manufacturer's standard details that are not otherwise identified to the Construction Manager and Consultant for their acceptance and not subsequently discovered during the course of the Work.
- .4 Submit as built information in accordance with Section 01 78 00 — Closeout Procedures & Submittals confirming that manufacturer's installation requirements for building enclosure performance were met, as follows:
 - .1 Environmental Conditions: describe changes to installation resulting from variations in ambient temperature, wind velocity or precipitation during application.
 - .2 Site Variations: describe changes to installation to maintain performance of installed components resulting from site conditions that differ from manufacturer's standard installation requirements.

1.5 SYSTEMS TO BE COMMISSIONED

- .1 Sections of work to be commissioned include, but are not limited to all materials, assemblies, and systems of the Building Envelope that are directly or indirectly governed by Part 5 of the National Building Code of Canada (NBCC) and including continuity between all sections (where applicable). All performance values shall be as described within each relevant section of the Project Specifications, NBCC, and Manufacturer's Technical Literature.

1.6 DEFINITIONS

- .1 Building Envelope: primarily comprised of membrane forming materials and sealants that maintain separation between the other elements of the building enclosure and the interior conditioned environment as described in the MBC and as follows:
 - .1 Air Barrier Materials: air barriers are defined as the material or system within the building construction that is designed and installed to provide the principal resistance to air leakage into or through the Building Envelope by limiting air volume to a maximum of $0.02 \text{ L}/(\text{s} \cdot \text{m}^2)$ with a 75 Pa air pressure differential when tested in accordance with ASTM E2178 or CAN/ULC S741.
 - .2 Vapour Barrier Materials: vapour barriers are defined as the material or system within the building construction that impedes water vapour transmission to less than $60 \text{ ng}/(\text{s} \cdot \text{m}^2 \cdot \text{Pa})$ when tested in accordance with ASTM E96, when it is located at a position within the Building Envelope to prevent the accumulation of moisture having potential to cause deterioration of the building enclosure.
- .2 Building Enclosure: the definition is inclusive of Building Envelope and Cladding Systems as defined by ASTM E631 including above and below grade walls, roofs and skylights, and physical connections between the following assemblies:
 - .1 Foundation and walls;
 - .2 Walls to windows and doors;
 - .3 Different wall systems;
 - .4 Wall and roof transitions;
 - .5 Walls and roofs over unconditioned spaces;
 - .6 Walls, floors and roofs that span across construction, control and expansion joints;
 - .7 Wall, floor and roof transitions to openings other than doors and windows such as mechanical, electrical and communications related penetrations;
 - .8 Other components forming an integral part of the building enclosure such as sealants, flashings, vents and cavities, fire breaks and similar air, moisture and thermal isolating materials.
- .3 Building Enclosure Best-Practices: best-practices relating to quality of workmanship, and quality of coordination and installation of specified Products that maintain continuity of the building enclosure and that address the following:

- .1 Treatment of Penetrations: methods for making penetrations through the building enclosure components to maintain vapour, water and airtight performance requirements.
- .2 Modification of Installation: methods for identifying and making modification to installation of Products to account for site conditions that differ from manufacturer's standard detailing or testing results, and that reduce or eliminate potential for installation deficiencies.
- .3 Sequencing and Compatibility: methods for confirming compatibility between Products provided by different Trade Contractors or that join dissimilar components and planning for sequence of transition and overlap materials to shed water to the exterior face of the building enclosure.
- .4 Workmanship: methods for training installers on building enclosure best-practices and updating them when modifications occur resulting from changes to site conditions and testing results.

1.7 COMMISSIONING TEAM

- .1 Owner
- .2 Consultants - Architects and Engineers (A/E)
- .3 Construction Manager (CM)
- .4 Building Enclosure Commissioning Agency (BECA)
- .5 Building Enclosure Trade Contractors (BETC)
- .6 Any other installing Trade Contractors or Suppliers of materials or systems.

1.8 OWNER'S RESPONSIBILITIES

- .1 Owner will engage a third-party Quality Auditor to perform an observation and testing program to verify that specified performance requirements associated with the building enclosure are achieved.

1.9 CONSULTANT RESPONSIBILITIES

- .1 Consultant is the Registered Professional of Record and is responsible for responding to the Owner's stated project requirements and providing statements of compliance to the authorities having jurisdiction indicating that the objectives of building code functional statements for building enclosure performance are met.
- .2 Consultant will participate in Mock-up Review and be the sole interpreter of recommendations and corrective actions prepared by the Construction Manager and will provide written directives in response to any deficiencies identified within the report. Consultant will rely on reporting from Construction Manager, and BECA to establish an appropriate interpretation in their role as Registered Professional of Record.

1.10 CONSTRUCTION MANAGER RESPONSIBILITIES

- .1 Provide access to the Work.
- .2 Promptly follow up on each report from the BECA.

1.11 TRADE CONTRACTOR RESPONSIBILITIES

- .1 Submit any related data sheets, product sheets, commissioning documentation, and complete shop drawings for products and systems specified to Construction Manager. The Trade Contractor shall first review that submittals are complete to the requirements of Contract Documents. Upon satisfaction of this, the Trade Contractor shall stamp these submittals as reviewed and forward them to the Construction Manager, for review.
- .2 Attend a pre-installation meeting, as necessary to coordinate the construction and commissioning process.
- .3 Construct Mock-ups as requested in component specification sections.
- .4 Arrange for any necessary manufacturer's representatives to be present during functional testing, for sufficient duration to observe the testing, and for adjustments or contributions to problem solving.
- .5 Schedule/coordinate with Construction Manager the performance testing of building envelope systems.
- .6 Address all deficiencies, modifications, and corrections to the building envelope system, as required to the satisfaction of the Construction Manager, BECA and the Consultant, and to pass the next performance test if required.
- .7 The burden of responsibility to solve, correct and retest problems until work is compliant. Any changes to the Construction Documents must be approved by the Consultant as the Registered Professional of Record.

1.12 BUILDING ENCLOSURE COMMISSIONING AGENCY RESPONSIBILITIES

- .1 Review of related detailed drawings, shop drawings, and specification sections: including review of any products/details related to the building envelope assembly for compliance to project documents, for compliance to Building Codes, and for continuity of air/vapour barriers, thermal protection, and drainage planes.
- .2 Arrange and chair a pre-installation meeting for attendance by all, to cover topics such as: periodic site visits, testing procedures, review of plans and specifications, shop drawings, construction schedule and sequencing, material selection and compatibility, and any other related concerns.
- .3 Mock-up Reviews.

- .4 Periodic Site Visits: Each site visit may include review of air/vapour barrier membranes, windows and curtain walls, thermal protection and drainage planes, for compliance to: project documents, Building Codes, manufacturer's written instructions, and reviewed mock-ups accepted.
- .5 Conduct Functional Performance Testing. Tests conducted will be determined by the BECA to be the most appropriate for the project.
- .6 Prepare a written report, in *.pdf format, to be issued by the BECA to the Owner, Consultant and Construction Manager, within two (2) business days after each site visit conducted. Reports shall include relevant photographs, test results, and an ongoing deficiency list.
- .7 The BECA will regularly communicate with all members of the commissioning team, keeping them apprised of commissioning progress and scheduling changes through memos, progress reports, etc. Testing or review approvals and non-conformance and deficiency reports are made regularly with the review and testing as described in later sections.
- .8 Provide final documentation including all acquired documentation, logs, minutes, reports, deficiency lists, communications, findings, unresolved issues, etc., will be compiled in appendices and provided with the summary report to all parties in the commissioning team and Owner/CM. The final report shall be provided to CM and the Owner.

1.13 BUILDING ENVELOPE COMMISSIONING PROCESS

- .1 The following describes the steps involved in the Building Envelope Commissioning process:
 - .1 Pre-Construction Phase:
 - .1 Submittal Review: the BECA shall review pertinent shop drawings and submittals for compliance to the Owner's project requirements, and Basis-of-Design, performance, and constructability, with concentration on transition details, sequencing concerns and quality control contractual requirements; where applicable, written mark-ups of shop drawings will be provided. Each Trade Contractor shall:
 - .1 In each purchase order or subcontract written, include requirements for submittal data, commissioning documentation.
 - .2 Each building envelope Trade Contractor will provide to the CM all relevant Technical Data Sheets and shop drawing submittals. The CM will determine if these submittals meet the requirements of the Contract Documents.
 - .3 Once the CM accepts (and stamps) these submittals, they shall forward these documents to the BECA, A/E and Owner for their review.

- .2 Pre-Construction Trade Orientation Meeting: to be scheduled by the CM and to be attended by Owner, A/E, BECA, CM and relevant building envelope Trade Contractors. Topics to be covered include, but are not necessarily limited to, inspection and testing procedures, construction document review, shop drawing review, construction schedule and sequencing, materials selection and compatibility, and other installation concerns.
- .3 Mock-up Installation Review: mock-up(s) of vertical wall components shall be constructed prior to the commencement of building envelope construction in order to verify the performance of the systems and to set construction standards and material selection for the duration of the project.
 - .1 Components required in the mock-up(s) will be as identified in the relevant sections of the Project Specifications.
 - .2 Construction of the mock-ups will be observed by the BECA.
 - .3 Once completed, the CM will provide confirmation of completion to the BECA and A/E. The completed mock-up will then be reviewed by the BECA and/or A/E for compliance to the Contract Documents.
 - .4 Once the mock-ups have been visually observed for compliance to the Contract Documents, the mock-ups will be tested to ensure adherence to the performance requirements set forth in the Contract Documents. The testing protocol will be as identified in relevant sections of the Project Specifications.
- .2 Construction Phase:
 - .1 On-site Quality Assurance: The BECA will perform field observation of building envelope installations for compliance to the Construction Documents. The CM shall permit and provide access to locations of installed systems, subsystems, and components for inspection and testing.
 - .1 Frequency of site visits will be as deemed necessary by the Owner and BECA.
 - .2 Prior to a site visit, all Commissioning Team members shall provide to the BECA, upon request, all requested documentation and a current list of change orders affecting the building envelope including an updated points list with parameters.
 - .3 Upon completion of the site visit, the BECA shall provide a written report, including description of the site observations, items of non-compliance, updated punch list, test results and photographs. Reports shall be submitted to the Owner and other parties as requested in digital PDF format.
 - .4 If requested, the BECA may recommend solutions to problems found; however, the burden of responsibility to solve, correct

and retest problems is with the Trade Contractor. Any changes to the Construction Documents must be approved by the A/E.

.5 Non-conformance:

- .1 All major deficiencies or non-conformance issues shall be noted and reported to the CM and Trade Contractor at the time of the site visit. All deficiencies shall be included in the site report.
- .2 In the event that corrections of deficiencies identified are made by the Trade Contractor during the site visit in which it was reported, the deficiency and resolution shall be documented in the site report.
- .3 The Trade Contractor through the CM is responsible for reimbursing the Owner for non-compliance and/or failed test and inspections as outlined in relevant Specifications Sections.

.2 Functional Performance Testing (FTP): The BECA or a third-party auditor shall conduct functional performance testing of building envelope installations. Refer to Section 1.14 FUNCTIONAL PERFORMANCE TESTING.

- .1 Trade Contractors shall provide manufacturer's certificate technicians to be present at the functional performance tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem solving.
- .2 The Trade Contractors must address all Construction Manager, Owner, A/E and BECA punch list items before functional performance testing and throughout the duration of the project.

.3 Miscellaneous Meeting: Meetings will be planned and conducted by the BECA as required as construction progresses. These meetings will cover coordination, deficiency resolution and planning issues with CM and Trade Contractors. The BECA will plan these meetings and will minimize unnecessary time being spent by CM or Trade Contractors.

.3 Operations and Maintenance Phase:

- .1 The BECA shall conduct a final site visit to observe completed building envelope; upon completion, a close-out report will be issued identifying any outstanding punch list items.

1.14 COMPONENT MOCK-UPS

- .1 The purpose of Mock-Ups and Sample Installations: Trade Contractor's to construct mock-ups of each airtight joint type, juncture, and transition between materials and assemblies in accordance with Section 01 45 00 — Quality Control and as follows:

- .1 Quality Management: mock-ups and sample installations will be used to establish quality of installation and workmanship consistent with building enclosure best- practices forming a part of the CM's quality management plan.
- .2 Mock-Up Composition: stage each component within mock-ups so that each layer of construction can be reviewed for installation methods, with testing performed during each stage of construction to verify performance before succeeding layers of materials are applied:
 - .1 Construct a sealed interior compartment capable of replicating anticipated interior conditions and pressure differential under normal building conditions during occupancy.
- .3 Modifications to Mock-Ups: mock-ups and sample installations may require modifications to account for site conditions and compatibility between adjacent materials and assemblies, and that will be incorporated into subsequent construction through corrective actions described in the CM's quality management plan.
- .4 Once the mock-ups have been visually observed for compliance to the Contract Documents, the mock-ups will be tested to ensure adherence to the performance requirements set forth in the Contract Documents.
- .5 Retention of Mock-Ups: acceptable mock-ups may form a part of the completed installation; remove unacceptable mock-ups from site and replace with acceptable construction.

1.15 FUNCTIONAL PERFORMANCE TESTING

- .1 Objectives and Scope: the objective of the functional performance testing is to demonstrate that each building envelope/assemblies system is functioning according to the documented design intent of the Contract Documents and in accordance with the Owner's Project Requirements. Functional performance testing facilitates bringing the material assembly from a state of substantial completion to full operation. Additionally, during the testing process, areas of non-compliant performance are identified and corrected, improving the operation and functioning of the building envelope/assemblies.
- .2 Development of Test Procedures: before test procedures are written, the BECA will request all documentation and a current list of change order affecting building envelope/assemblies, including an updates points list, and parameters. The BECA shall develop specific test procedures for each building envelope/assembly and provide a written testing plan. Prior to execution, the BECA will provide a copy of the test procedures to the CM who will review the test for feasibility and warranty protection.
- .3 Test Methods:
 - .1 Functional performance testing and verification may be achieved by manual testing (persons manipulate the equipment and observe performance). The BECA may substitute specified methods or require an additional method to be executed, other than what was specified. The BECA will determine which

method is most appropriate for tests that do not have a method specified and may include, but are not limited to the following:

- .1 Adhesion tests:
 - .1 Membrane-substrate adhesion tests using a Com-Ten hand-operated digital tester to measure tensile adhesion between air barrier and substrate. Testing in conformance with ASTM D 4541. Each test sample approx. 12 square inches in area and scored to isolate them from the adjacent substrate. Each test to consist of 3 samples.
 - .2 Sealants Adhesion Tests: test adhesion of sealant materials to substrates using hand-pull tab in accordance with ASTM C1193.
- .2 Airtightness tests on air/vapour barrier including fasteners and penetrations:
 - .1 Air Flow: in accordance with ASTM E2319.
 - .2 Air Leakage: in accordance with ASTM E283, ASTM E779, ASTM E783, ASTM 1186 and ASTM E1258.
 - .3 Air Permeance: in accordance with ASTM E2178 and ASTM E2357.
 - .4 Airtightness 'Smoke' tests on window and curtain wall units: Testing to be in accordance with ASTM E 1186 (method 4.2.2. or 4.2.6.).
 - .5 Quantified Airtightness tests on window and curtain wall units including adjoining assemblies: Testing to be in accordance with ASTM E 783-02 (2010), Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors.
 - .6 Whole building enclosure air tightness in conformance with CGSB 149.10 and thermography at the Owner's discretion.
- .3 Water Penetration Tests on window and curtain wall units (possibly including adjacent opaque wall sections): Testing to be in accordance with ASTM E 283, E 330, E 331 (through or around assemblies), E 1105 (static water penetration), and AAMA 501.1 and 501.2 (dynamic water penetration).
- .4 Thermal Performance: compliance report, site review and site testing for the following, based on source quality control submittals and actual tests performed on site or forming a part of required mock-ups:
 - .1 Windows: in accordance with CSA A440.
 - .2 Thermal Continuity: in accordance with CAN/CGSB 149-GP- 2MP or ASHRAE 101, or ASTM C1060 or ASTM C1046 (based on systems being analyzed).
 - .3 Thermal Cycling: in accordance with AAMA 501.5 or CSA A440.
- .5 Rain Screen Performance: Cavity Pressure Equalization in accordance with AAMA 508.

- .6 Condensation Resistance: temperature index calculations and tests demonstrating compliance and observed through site review in accordance with AAMA 501.5 and CSA A440.
- .7 Structural Performance: compliance report, site review and site testing for the following, based on source quality control submittals and actual tests performed on site or forming a part of required mock-ups:
 - .1 Wind Load Deflection: in accordance with ASTM E330.
 - .2 Inter-storey Drift: in accordance with AAMA 501.4.
 - .3 Roofing Membrane Uplift: in accordance with CSA A123.21.
- .2 Simulate Conditions: simulating conditions (not by an overwritten value) shall be allowed, through timing the testing to experience actual conditions is encouraged wherever practical.
- .3 Sampling: multiple identical pieces of assemblies may be functionally tested using a sampling strategy. Significant application difference and significant sequence of functional differences in otherwise identical materials or assemblies invalidates their common identity. A small size or capacity difference, alone, does not constitute a difference. It is noted that no sampling by CM and Trade Contractors is allowed in pre-functional checklist execution.
- .4 Coordination and scheduling: the CM and Trade Contractors shall provide sufficient notice to the BECA regarding their completion schedule for the construction of the assemblies or building envelope systems. The BECA will schedule functional performance tests through the CM and affected Trade Contractors. All functional performance testing of all building envelope assemblies or building envelope systems shall be performed by the BECA. In general, functional performance testing is conducted after mock-up testing has been satisfactorily completed.
- .5 Problem Solving: the BECA may recommend solutions to problems found; however, the burden of responsibility to solve, correct or retest problems is with the Trade Contractors.
- .6 Failed tests: failed tests will result in additional testing of the failed specimen and an additional specimen. Tests will only be concluded when satisfactory results are achieved. **Trade Contractor responsible for the cost of the re-test, however is not responsible for the cost of any passing test.**
- .7 Non-conformance:
 - .1 The BECA will record the results of the functional performance tests in a written report. All deficiencies or non-conformance issues shall be noted and reported.
 - .2 Corrections of minor deficiencies identified may be made during the tests at the discretion of the BECA. In such cases, the deficiency and resolution will be documented in a written report.
 - .3 If at any point frequent failures are occurring and testing is becoming more troubleshooting than verification, the BECA may stop the testing and require

the Trade Contractor to perform and document a checkout of the remaining units prior to continuing with functional testing of the remaining units.

- .4 Every effort will be made to expedite the testing process to minimize unnecessary delays, while not compromising the integrity of the procedures; however, the BECA will not be pressured into overlooking deficient Work or loosening acceptance criteria to satisfy scheduling or cost issues.
- .5 As tests progress and a deficiency is identified, the BECA discusses the issue with the CM and Trade Contractor.
 - .1 Where there is no dispute on the deficiency and the CM and Trade Contractor accepts responsibility to correct it:
 - .1 The BECA documents the deficiency and the Trade Contractor's response and intentions and they go onto another test.
 - .2 The BECA will coordinate the rescheduled test with the CM, and the test is repeated.
 - .2 If there is a dispute about a deficiency, regarding whether it is a deficiency or who is responsible:
 - .1 The deficiency shall be documented in the report.
 - .2 Resolutions are made at the lowest management level possible. Other parties are brought into the discussion as needed. Interpretive authority is with the A/E.
 - .3 The BECA documents the resolution process.
 - .4 Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency and provides confirmation of completion of correction to the BECA. The BECA reschedules the test (and any additional population to be tested) with the CM, and the test(s) repeated until satisfactory performance is achieved.
 - .5 Any required retesting that is resulted of a deficient installation shall not be considered a justified reason for a claim of delay or for a time extension by the Trade Contractor.

Part 2 PRODUCTS Not Used

Part 3 EXECUTION Not Used

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
- Working Day

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
- SCC 3.5 Shop Drawings
- 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
- SCC 5.3 Non-conforming Work

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.

CCA Copyright 2021

Must not be copied in whole or in part without the written permission of the CCA.

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

TABLE OF CONTENTS AND INDEX

PREAMBLE	2
ARTICLE 1 PARTIES AND APPLICATION OF AGREEMENT	2
ARTICLE 2 DEFINITIONS.....	3
ARTICLE 3 SAVINGS CLAUSE	4
ARTICLE 4 SCOPE AND COVERAGE	5
ARTICLE 5 NO STRIKE/NO LOCKOUT	5
ARTICLE 6 NO CERTIFICATION	6
ARTICLE 7 ADMINISTRATION MEETINGS	6
ARTICLE 8 TERM OF AGREEMENT	6
ARTICLE 9 EQUITY EMPLOYMENT AND WORKFORCE DEVELOPMENT	6
ARTICLE 10 UNION SECURITY.....	7
ARTICLE 11 DUES, ASSESSMENTS AND FUND CONTRIBUTIONS.....	8
ARTICLE 12 MANITOBA, BTBC AND UNION REPRESENTATIVES.....	8
ARTICLE 13 SAFETY AND HEALTH.....	9
ARTICLE 14 SEXUAL AND WORKPLACE HARASSMENT AND DISCRIMINATION	11
ARTICLE 15 WORK SITE LUNCHROOM/SHELTER AND SANITARY ARRANGEMENTS	11
ARTICLE 16 GRIEVANCE PROCEDURE.....	12
ARTICLE 17 ADJUDICATION AND TRADE WORK ASSIGNMENTS	14
ARTICLE 18 REPORTING TIME	16
ARTICLE 19 STATUTORY AND GENERAL HOLIDAY PAY.....	16
ARTICLE 20 HIRING PROCEDURE AND REFERRAL SYSTEM.....	16
ARTICLE 21 LAYOFF	19
ARTICLE 22 HOURS OF WORK.....	19
ARTICLE 23 TRANSPORTATION, TRAVEL TIME, AND SUBSISTENCE	19
ARTICLE 24 IN CASE OF INJURY	19
ARTICLE 25 JUST CAUSE.....	20
ARTICLE 26 TERMINATION OF EMPLOYMENT.....	20
ARTICLE 27 APPENDICES, ADDITIONAL CLASSIFICATIONS, REFERENCE AGREEMENTS AND ESCALATION OF APPENDICES	20
ARTICLE 28 INTERPRETATION OF THE MANITOBA JOBS AGREEMENT	21
ARTICLE 29 ENABLING CLAUSE.....	21
SIGNING PAGE	

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:

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	

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.

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.

APPENDIX NO. 1a

MJA

APPENDIX NO. 1a – OPERATING ENGINEERS (ICI Piling*)

**The International Union of Operating Engineers of Manitoba,
Local Union No. 987**

MANITOBA JOBS AGREEMENT (MJA)

ARTICLE 1 – HOURS OF WORK AND OVERTIME

- 1.1** The following sections in the Article are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 1.2** When working a normal five (5) day work week, the working day shall be composed of not more than ten (10) working hours. A workday shall commence at 7:30 A.M. and end at 6:00 P.M. Monday to Friday, inclusive. By arrangement with the affected employee(s), 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 one and a half (1.5) hours.
- 1.3** One half (½) hour (unpaid) in each workday shall be allowed as a mealtime, but the time allowed for the said mealtime may be determined on any job as agreed between the employees on the job and the Employer or their representative. Any deviation on sites shall be agreed to at the pre-job conference. After working thirteen (13) hours in one (1) shift and after each additional four (4) hours thereafter, the Employer will provide a hot meal at no cost to the employee under either of the following:
- (a)** The Employer shall provide a hot meal and the employee will be entitled to a paid twenty (20) minute meal break, or
 - (b)** The employee will receive a paid fifteen (15) minute break and an overtime meal allowance equal to the current year's CRA maximum (2025 = twenty-three (\$23.00) dollars).
- 1.4** The Employer may require employees to perform overtime work in excess of the regular hours. The Employer shall notify the employee by noon of the day the overtime is required whenever possible.
- 1.5** When working a five (5) day work week all time worked in excess of ten (10) hours per day, and or forty (40) hours per week Monday through Friday shall be paid for at the rate of one and one-half times (1.5x) the hourly rate.
- 1.6** Shift work shall be defined as starting a new shift to work beyond the time during which a normal or regular first shift may be worked as set forth elsewhere herein, by means of

* 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 Keller Foundation / Operating Engineers Foundation Piling Agreement.

bringing in fresh work crews rather than continuing with the original work crew at overtime rates, provided the work assignments last for three (3) or more days.

- 1.7** Any shift other than a day shift shall be classed as a second or third shift. The hourly rate for employees on the second or third shift shall be the regular rate plus five (\$5.00) dollars per hour premium for all hours worked by employees on the second and third shifts.

No employee shall work more than one (1) shift in a twenty-four (24) hour period, except at overtime rates. A "call out" as in Article 6.4 will not constitute a shift.

- 1.8** No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

1.9

- (a)** When working under the four (4) day work week schedule, employees shall be paid at one and one-half times (1.5x) the regular hourly rate for all hours worked in excess of the regular ten (10) hours per day Monday through Thursday. The shift shall commence at 7:30 A.M. and end at 6:00 P.M.
- (b)** Hours worked on Fridays (other than as make-up day) shall be paid at one and one-half (1.5x) times the employees' regular rate of pay. All hours worked on Fridays shall be on a voluntary basis and each employee has the right to refuse such work.
- (c)** When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the same week that the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week after which one and one-half times (1.5x) the hourly base rate shall apply. Time worked on make-up days shall be on a voluntary basis and each employee has the right to refuse such work.

- 1.10** All hours worked on Saturdays shall be paid at one and one-half times (1.5x) the regular hourly rate.

- 1.11** All hours worked on Sundays, and recognized holidays shall be paid at double time (2x) rate.

- 1.12** All hours worked on Saturday or Sunday while attending work related training will be paid out at straight time rates even if the time worked for that week exceeds forty (40) hours.

- 1.13** An employee must work all scheduled, straight time hours in a week or achieve forty (40) hours worked before qualifying for applicable overtime rates for hours worked on Saturday or Sunday in the same week. Applicable overtime rates shall apply for any hours worked in excess of ten (10) hours daily.

ARTICLE 2 – TRANSPORTATION, TRAVELLING TIME, LIVING ALLOWANCE

- 2.1** For purposes of this Appendix, twenty (20) kms outside the perimeter highway of Winnipeg shall be an area free of travel time, travel expense, and living allowance. A free travel zone of thirty (30) kms will apply for travel on out-of-town work as measured from the employee's accommodations as provided by the Employer and the work site.
- 2.2** When an employee is required to travel to an out-of-town job and does not return home daily, to place of residence, the employee will be entitled to initial and return transportation expense, and travel time as follows:
- (a)** Where transportation is not supplied by the Employer the employee shall be reimbursed for personal vehicle use at a rate in accordance with the in-year maximum Canada Revenue Agency automobile allowance rate for the first five-thousand (5,000) kilometers and then at the rate per kilometer for all other driven kilometers.
 - (b)** Employees commuting to and from an out-of-town worksite will be paid the straight time working rate for all hours spent commuting. Travel routes to and from worksites shall be determined by the Employer.
 - (c)** An employee will be entitled to initial transportation expense, and travelling time, but not return until they have worked fifteen (15) calendar days on initial dispatch, or for the duration of the job whichever is lesser, and if they quit within that time, the amount of payment paid on this account will be deducted from their outstanding wages.
 - (d)** An employee terminated with cause by the Employer will not be entitled to any return travel time pay.
 - (e)** An employee is not entitled to transportation expenses or travelling time if they are a local hire on the project. Local hire to be defined as a person that resides within thirty (30) kilometers of the project.
 - (f)** Rotation leave for isolated projects will be at least every twenty-five (25) calendar days.
 - (g)** If transferred to a different out of town Project, the employee would be paid travel time and the new project considered an extension of their original project with respect to initial and return transportation and rotational leave (if applicable).
- 2.3** The Employer may provide suitable transportation to and from a job site in lieu of commuting allowance provided for above; however, when such transportation is provided, it shall be from a convenient point within Winnipeg which is readily accessible by employees and at which employees may park their cars while they are at work. An employee's day of work shall commence once departed from the parking area to the jobsite in the Employer supplied transportation and shall end upon their return to the parking area in Employer supplied transportation.

2.4 When an employee is required to travel to an out-of-town job, and does not return home daily, and thereby is entitled to transportation expenses as in Article 2.2, they shall be entitled to living allowance as follows:

- (a) The Employer will provide employees with suitable board and room, OR single accommodation (if requested) and fifty (\$50.00) dollars per day worked. A daily rate of seventy-five (\$75.00) dollars will apply for work performed north of the 53rd Parallel. The Employer recognizes circumstances may necessitate payment of board and room for seven (7) days per week to employees employed on remote projects.
- (b) On projects where the Employer makes board and lodging arrangements on behalf of the employee in a camp, the Employer will absorb all camp costs.
- (c) Living allowance will not be paid to or for employees when absent from work without permission of the Foreperson in charge.
- (d) For workdays on out-of-town projects, on the return day, with a total work and travel schedule of less than five (5) hours, the meal allowance will be paid at one half the full daily rate.
- (e) If the economy of the area is such that room and board cannot be obtained for the above stated allowance, then the Employer will pay the additional expense upon presentation of authorized valid receipts on an individual basis, on approval of expenses incurred. Any abuse of this allowance by an employee will be cause for dismissal.

2.5 Standby Fee

Employees working out of town, but within the Province of Manitoba, shall be paid a standby fee of eight (8) hours at straight time should there be no work available for the day, excluding Sunday.

ARTICLE 3 – WORKING CONDITIONS

3.1 When an employee is required to work in the rain, wet weather gear shall be supplied.

3.2 The Employer shall make available when required by the employee in the course of their employment, the tools and equipment generally considered the responsibility of the Employer. The Employer's tools shall not be subjected to negligent care or abuse; any breakage or loss of any such tools shall immediately be reported by the employee to their Supervisor. The Employer shall provide locked facilities for the storage of employee tools.

3.3 When a mechanic, as a condition of employment, is required to carry full complement of tools, they shall, before starting work for the Employer, submit an inventory of tools which will be checked by the management. Upon acceptance, the Employer shall insure those tools at the agreed value against fire, and/or theft of tools by forcible entry. Mechanics will be paid a tool allowance of fifty (50¢) cents per hour for all hours worked.

- 3.4** All employees covered by this Appendix shall be permitted coffee breaks at work stations during working hours as follows:
- (a)** Ten (10) minutes in first half shift.
 - (b)** Ten (10) minutes in second half shift.
 - (c)** Ten (10) minutes at the commencement of overtime if overtime is reasonably expected to last two (2) hours or more.
- 3.5** All hoisting equipment equipped with cabs shall be adequately heated in cold weather. Employees will be protected against excessive heat, cold and noise. No employee will be disciplined for refusing to work under conditions that are in contravention of established safety rules and regulations.
- 3.6** Employees will be considered working, and shall be paid at the applicable rate, when driving Employer-owned equipment at the direction of the Employer to or from any project in accordance with Article 2.

It is understood that employees who are passengers in a company-owned passenger vehicle will receive the normal straight time rate for all such travel.

ARTICLE 4 – GENERAL HOLIDAYS

- 4.1** The Employer agrees that the legal, Statutory, or General Holidays, as set out in the MJA, shall be paid in accordance to Article 4.2.
- 4.2** General Holiday pay shall accrue at four and one-half (4.5%) percent of straight time earnings and shall be paid weekly.
- 4.3** Excluding Remembrance Day, when a Statutory Holiday falls on a Saturday or Sunday, the next following working day shall be observed as the holiday. When two (2) Statutory Holidays fall on a succeeding Saturday and Sunday, the following Monday and Tuesday shall be observed as the holidays.

ARTICLE 5 – VACATION PAY

- 5.1** For new employees hired, they shall accrue annual vacation pay and be paid weekly at the rate of four (4%) percent calculated on gross earnings, beginning with the first (1st) day of employment.
- 5.2** Annual vacation pay shall accrue and be paid weekly at the rate of six (6%) percent calculated on gross earnings, beginning with the first (1st) day of employment of their third (3rd) year (existing employees already receiving this entitlement shall not face a reduction).
- 5.3** Annual vacation pay shall accrue and be paid weekly at the rate of eight (8%) percent calculated on gross earnings, beginning with the first (1st) day of their tenth (10th) year of employment.

ARTICLE 6 – CLASSIFICATIONS

6.1 Classifications:

Group 1: Red Seal Crane Operator; pile driving and vibro experience, Drill Rig Operator with 10,000 hours or greater with caisson and piling experience. Dedicated Pile Driver or Multi-Purpose Rig Operator with Red Seal Ticket, Red Seal Mechanic, Machinist.

Group 2: Red Seal Hoisting Crane Operator, Drill Rig Operator more than 5,000 hours experience, Screw Pile Rig Operator, Dedicated Pile Driver or Multi-Purpose Rig Operator (Non-Ticketed) minimum 2,500 hours experience.

Group 3: Track Excavator Operator with Pile Cutter, Track Loader Operator with a minimum 5,000 hours experience, Wheel Loader/Skidsteer Operator with a minimum 5,000 hours experience, Telescoping Material Handler Operator, Concrete or Grout Pump Operator, H.D. Non Ticketed Mechanic, CWB Ticketed Welder, Drill Rig Operator with less than 5,000 hours experience, Dedicated Pile Driver or Multi-Purpose Rig Operator less than 2,500 hours experience.

Group 4: Track Loader Operator with less than 5,000 hours experience, Wheel Loader/Skidsteer Operator with less than 5,000 hours experience, Experienced Lead Hand with 4,000 hours or greater, Welder no Ticket.

Group 5: Labour with previous piling with minimum 2,500 hours experience.

Group 6: New Hire Labour (no previous piling experience)

Group 7: Student/Seasonal

It is understood that Group 5 employees may operate equipment such as the Bobcat for the purpose of learning or instruction, or may operate it on an intermittent basis. It is agreed that employees employed in Groups 1 to 4 will not be laid off or sent home so that employees in Group 5 can be given the opportunity to operate their equipment on an extended basis.

6.2 See Schedule “A” for Base Wage Rates and Total Wage Package for each classification.

6.3 When the Employer appoints a Foreperson, the said employee shall receive, at the Employer’s discretion, a minimum premium of five (5%) percent above their classification. Working Foreperson are permitted to Operate any equipment provided they are deemed competent to Operate.

6.4 When an employee reports for work at the call of the Employer, the employee shall be paid for the entire period spent at the place of work in response to the call, until released by the Employer, with a minimum reporting time as set out in Article 18.2 of the MJA.

6.5 The Employer shall pay employees weekly by direct deposit all wages due up to a date not more than five (5) regular working days prior to the date of payment. Employer prefers to send pay stubs electronically.

ARTICLE 7 – TERMINATION OF EMPLOYMENT

- 7.1** Where an employee is terminated and no suitable transportation from the job site is available, the Employer will be responsible for Board Expense Refund as per existing accommodation until the first suitable transportation becomes available.

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE

- 8.1** There shall be established during the life of the Agreement a Joint Labour Management Committee composed of two (2) members representing the Employers and two (2) members representing the employees. This committee will generally administer the terms of the Appendix and shall deal with such other matters referred to it by either party.
- 8.2** Any dispute involving the interpretation, application, operation or alleged violation of this Appendix may be reduced to writing and submitted by either party to the Joint Labour Management Committee and if no resolution is reached within ten (10) days, may be submitted under the grievance provisions in Article 16 of the MJA.

ARTICLE 9 – HEALTH AND WELFARE AND PENSION

- 9.1** The Employer agrees to contribute the amount established in the respective wage schedule per hour worked by each employee covered by this Appendix to the Operating Engineers Local 987 Health and Welfare Trust Fund.
- 9.2** The Employer agrees to contribute the amount established in the respective wage schedule per hour worked by each employee covered by this Appendix to the Operating Engineers Pension Plan.
- 9.3** Where an employee performs work that would require the Employer to contribute hourly contributions, at such an hourly contribution rate as may from time to time be applicable under this Appendix, then the Employer shall and shall be deemed to have kept an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in trust for the trustees of the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf the employees have performed work entitling them to receive contributions to the Fund as hereinbefore provided for is deemed to be held in trust for the trustees of this Fund and such a Fund shall be deemed to be separate from and form no part of the estate in liquidation, or assignment of bankruptcy, whether or not the amount has been in fact kept separate and apart from the Employer's own money or from the assets of the estate.
- 9.4** The Employer shall have the right to bring in current employees from out of province provided the employees brought into Manitoba are IUOE or other Union members in good standing from another province and have been employed with the Employer for a minimum of the thirty (30) calendar days immediately prior. The Union shall issue these members the required travel or applicable permit card.

Employees hired in accordance with this Article 9.4 shall receive health and welfare and pension contributions at the employees' applicable home local rate.

9.5 Remittance and Reports:

- (a)** All contributions will be submitted to the Operating Engineers Local 987 Health and Welfare Trust Fund and the Operating Engineers Local 987 Pension Plan c/o Coughlin & Associates Ltd, Box 764 Winnipeg, MB R3C 2L4 by the fifteenth (15th) day of the month following the month in which the hours were worked, and at no time will any required Fund Contributions be paid directly to the employee.
- (b)** It is hereby agreed by the parties covered by this Appendix that signature to this Agreement will be deemed to effect signature to the trust deeds governing the HEALTH AND WELFARE PLAN and the PENSION PLAN.

ARTICLE 10 – SAFETY

- 10.1** It is agreed that Employers and employees shall maintain and abide by all site safety regulations as established by the Employer, and all applicable provincial and/or Federal safety legislation.
- 10.2** Essential protective clothing including welder's gloves, rigging gloves, rigging belts, CSA approved safety harnesses, chainsaw pants, coveralls (where air and/or diesel hammers or creosote are present), respirators, high visibility vests, protective vests or leather jackets and noise abatement devices shall be supplied at no charge to the employee. The Employer will supply proper fitting personal protective equipment/coveralls for all gender workers.

ARTICLE 11 – TRAINING AND DEVELOPMENT

- 11.1** The Employer shall pay an amount per hour for each hour worked by each employee covered by this Appendix and shall submit the said amount to the I.U.O.E. Local 987 Training Trust Fund on the following basis:
 - Fifteen (15¢) cents per hour.
- 11.2** The Employer will submit these monies to the I.U.O.E. Local 987 Training/Industrial Promotion Trust Fund, c/o Coughlin & Associates, Box 764, Winnipeg, MB R3C 2L4. Contributions will be submitted by the fifteenth (15th) day of the month following the month in which the hours were worked and at no time will the Training Trust Fund contributions be paid directly to the employee.
- 11.3** Employees covered under this Appendix will have access to E-learning training provided by the Operating Engineers Training Institute of Manitoba (OETIM), reimbursement of tuition for preapproved courses required for employment with the Employer and be eligible to apply for training at the International Training and Conference Centre for the term of this Agreement without renewal unless mutually agreed upon by the parties. All hours spent in training shall be paid by the Employer, at an employee's applicable rate of pay.

SCHEDULE “A” – WAGE RATES AND WAGE PACKAGES

Wage Rate Increases:

May 1st, 2025 – April 30th, 2026: \$0.50 added to pension funds for all members except for “Group 7”

May 1st, 2026 – April 30th, 2027: 2.0% increase on base wages

CLASSIFICATION	New Group
<ul style="list-style-type: none"> • Red Seal Crane Operator, pile driving and vibro experience. • Drill Rig Operator with 10,000 hours or greater with caisson and piling experience • Dedicated Pile Driver or Multi-Purpose Rig Operator with Red Seal Ticket • Red Seal Mechanic • Machinist 	1
<ul style="list-style-type: none"> • Red Seal Hoisting Crane Operator • Drill Rig Operator more than 5,000 hours experience • Screw Pile Rig Operator • Dedicated Pile Driver or Multi-Purpose Rig Operator (Non-ticketed) and minimum 2,500 hours experience 	2
<ul style="list-style-type: none"> • Track Excavator Operator with Pile Cutter • Track Loader Operator with minimum 5,000 hours experience • Wheel Loader/Skidsteer Operator with a minimum 5,000 hours exp • Telescoping Material Handler Operator • Concrete or Grout Pump Operator • H.D. Non-Ticketed Mechanic • CWB Ticketed Welder • Drill Rig Operator with less than 5,000 hours experience • Dedicated Pile Driver or Multi-Purpose Rig Operator less than 2,500 hours experience. 	3
<ul style="list-style-type: none"> • Track Loader Operator with less than 5,000 hours experience • Wheel Loader/Skidsteer Operator with less than 5,000 hours exp • Lead Hand with 4,000 hours or great experience • Welder (no Ticket) 	4
<ul style="list-style-type: none"> • Labour with previous piling (minimum 2,500 hours experience) 	5
<ul style="list-style-type: none"> • New Hire Labour – No previous piling experience 	6
<ul style="list-style-type: none"> • Student/Seasonal 	7

Total Wage Package: May 1st, 2025 – April 30th, 2026

Increase: Fifty cents (\$0.50) added to pension funds for all members except for “Group 7”.

Note: In the below wage chart, the total wage package is based on six (6%) percent vacation. Subject to Articles 5.1, 5.2 and 5.3, the vacation percent will be dependent on the length of the employee’s employment.

CLASSIFICATION	Base Rate	Stat Pay (4.5%)	Vac Pay (6.0%)	Pension (\$6.00)	H&W (\$1.95)	Training (\$0.15)	Total Wage Package
Group 1	\$45.64	\$2.05	\$2.74	\$6.00	\$1.95	\$0.15	\$58.53
Group 2	\$40.57	\$1.83.	\$2.43	\$6.00	\$1.95	\$0.15	\$52.93
Group 3	\$37.80	\$1.70	\$2.27	\$6.00	\$1.95	\$0.15	\$49.87
Group 4	\$35.43	\$1.59	\$2.13	\$6.00	\$1.95	\$0.15	\$47.25
Group 5	\$29.57	\$1.33	\$1.77	\$6.00	\$1.95	\$0.15	\$40.77
Group 6	\$23.95	\$1.08	\$1.44	\$6.00	\$1.95	\$0.15	\$34.56
Group 7	\$20.95	\$0.94	\$1.26	-	-	-	\$23.15

Total Wage Package: May 1st, 2026 – April 30th, 2027

Increase: two (2.0%) percent increase on base wages.

Note: In the below wage chart, the total wage package is based on six (6%) percent vacation. Subject to Articles 5.1, 5.2 and 5.3, the vacation percent will be dependent on the length of the employee's employment.

CLASSIFICATION	Base Rate	Stat Pay (4.5%)	Vac Pay (6.0%)	Pension (\$6.00)	H&W (\$1.95)	Training (\$0.15)	Total Wage Package
Group 1	\$46.55	\$2.05	\$2.74	\$6.00	\$1.95	\$0.15	\$59.54
Group 2	\$41.38	\$1.83.	\$2.43	\$6.00	\$1.95	\$0.15	\$53.82
Group 3	\$38.56	\$1.70	\$2.27	\$6.00	\$1.95	\$0.15	\$50.71
Group 4	\$36.14	\$1.59	\$2.13	\$6.00	\$1.95	\$0.15	\$48.03
Group 5	\$30.16	\$1.33	\$1.77	\$6.00	\$1.95	\$0.15	\$41.43
Group 6	\$24.43	\$1.08	\$1.44	\$6.00	\$1.95	\$0.15	\$35.10
Group 7	\$21.37	\$0.94	\$1.26	-	-	-	\$23.61

APPENDIX NO. 2

MJA

APPENDIX NO. 2 – GENERAL TEAMSTERS (ICI*)

General Teamsters Local Union No. 979

MANITOBA JOBS AGREEMENT (MJA)

ARTICLE 1 – STANDARD REQUIREMENTS FOOTWEAR AND EYEWEAR

1.1 Footwear and Eyewear

Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

- (a)** Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least six (6) inches high from the sole of the boot.
- (b)** Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.

Any specific requirements in addition to the above shall be required to be detailed as part of the dispatch request.

1.2 Safety Training Certificates

The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the Employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

1.3 Online Orientation

If an Employer requires an employee to complete an Employer online orientation, the Employer shall estimate a reasonable amount of time to complete the orientation. The Employer shall pay allowance for completing the course equal to the time estimated, to a maximum of four (4) hours.

* ICI – Applicable to the Industrial, Commercial and Institutional Construction Sector as defined in the *Construction Industry Wages Act*, CCSM c C190.

APPENDIX NO. 2

MJA

ARTICLE 2 – GENERAL HOLIDAYS

- 2.1** Statutory holidays, as set out in the MJA, will be paid at five percent (5%) of gross earnings (excluding vacation pay). Statutory holiday pay shall be paid every pay period or upon termination of employment, whichever is sooner.
- 2.2** All hours worked on the day observed as a statutory holiday will be paid at the rate of two (2) times the employee's regular hourly rate. It is understood that this is in addition to the holiday pay at straight time rates if the employee is entitled to statutory holiday pay.
- 2.3** Should a holiday fall on a Saturday or Sunday, or on a day that the employee does not normally work (e.g. on a Friday when 4x10's are being worked Monday through Thursday) the next day that would have been a regularly scheduled work day will be observed as the holiday.
- 2.4** No work shall be performed on Labour Day, except as necessary for the protection of life or property, or for the prevention of damage to Plant, Machinery or Equipment.

ARTICLE 3 – ANNUAL VACATIONS

- 3.1** Annual vacation will be arranged as provided in The Employment Standards Code for the Province of Manitoba. The Employer will make every reasonable effort to ensure that the Employee receives their vacation period.
- 3.2** Vacation Pay will be at the rate of six percent (6%) of the employee's standard hourly rate for each hour worked.
- 3.3** Vacation pay allowance will be paid to the employee on their regular pay day.

ARTICLE 4 – STATUS OF WORKING AND NON-WORKING FOREPERSONS

- 4.1** The Employer shall have the right to determine, at their discretion, the number of forepersons required. However, the Employer shall designate one (1) Teamster working foreperson from among the equipment operators they employ on the jobsite when they employ three (3) or more Teamsters, and one (1) Teamster non-working foreperson when they employ eight (8) or more Teamsters operating equipment on the site other than forklifts in Warehouse areas under the jurisdiction of the Union.

A General Foreperson will be utilized where thirty (30) or more Teamster drivers are employed on the job or earlier at the Employer's discretion.

Where a General Foreperson or Foreperson has been designated by the Employer to supervise Teamster or other workers, and is placed in charge of work, the position shall be first offered to a capable Teamster Local 979 Construction Board Member.

- 4.2** Where an Owner-Operator is retained by the Employer for work within the confines of the construction site, they shall be considered as an employee for the purposes of this Article.
- 4.3** When circumstances warrant, the Employer shall appoint from the Warehouse Workers one (1) Teamster as a Working Foreperson. In any case, a Warehouse Working

APPENDIX NO. 2

MJA

Foreperson will be appointed when the number of Warehouse Workers employed on a job exceeds (3) and the first Warehouse Worker called to a jobsite will be a Class I or Class II Warehouse Worker, who will be capable of supervising Class II, III or IV Warehouse Workers. All Warehouse Forepersons and Warehouse General Forepersons will be Class I. Additional working forepersons will be required every sixth (6th) employee thereafter. General Foreperson will be appointed, when circumstances warrant.

- 4.4** Where there are no Teamster Forepersons, the direction of Teamsters shall be the responsibility of one (1) Staff person designated by the Employer; if a General Foreperson is required for Teamsters' jurisdiction, they will be a member of the Union.

Where there is a Teamster Foreperson, a Teamster employee assigned to a craft or project task shall only be re-assigned under the direction of a Teamster Foreperson. A Teamster employee assigned to a multi-craft task shall be directed by Teamster Forepersons only.

- 4.5** A Non-Working Foreperson may only drive equipment in cases of emergency, but they shall not operate equipment to displace a regular employee, or during overtime hours.

ARTICLE 5 – HOURS OF WORK AND SHIFT CONDITIONS

- 5.1** The work week for all shifts shall be defined as below.

- (a) Hours of Work** – The maximum of eight (8) hours shall constitute a normal day's work beginning at 8:00 a.m. and ending by 5:00 p.m. (except when one-half (1/2) hour lunch is taken in which case the normal day will end at 4:30 p.m.). The maximum normal work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 5:00 p.m.

For Regular Work Weeks:

The Employer may stagger start times up to two (2) hours between 7:00 a.m. and 9:00 a.m., as job conditions warrant. Variances beyond two (2) hours shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.

A change in start times shall be applied consistently on the jobsite and in no circumstances shall split shifts be created unless mutually agreed between the parties.

- (b)** Forty (40) hours shall constitute a work week, Monday through Friday. All other time worked shall be considered overtime and shall be paid for at the applicable overtime rate of pay.
- (c)** When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, they shall be paid overtime at the rate of time and one-half (1 ½) the regular rate for the first two (2) hours. All additional hours shall be paid at double (2) the regular hourly rate.

APPENDIX NO. 2

MJA

- (d) For the purposes of calculating overtime hours, overtime shall normally be paid upon the completion of the regular day shift. When an employee is required to work prior to the commencement of their regular shift, such time shall be considered as overtime.
- (e) All hours worked on Saturday, Sunday and statutory holidays shall be paid at two (2) times the applicable rate of pay.
- (f) **Work Schedules**

The parties hereto understand and agree that on job sites or where special conditions apply, scheduling of extended work weeks and/or days off may be beneficial to completion of the work. The Union and the Employer will mutually agree to a work schedule to meet job conditions. If a work schedule that is not currently addressed in the Appendix is requested by the owner, the parties' agreement to implement the work schedule as per the owners' request which will not be unreasonably withheld.

5.2 Compressed Work Week

- (a) As an option, ten (10) hours per day, Monday to Thursday or Tuesday to Friday may be worked at straight time. The ten (10) hour system must operate for a minimum period of four (4) consecutive days before it is established as the regular hours of work. Once established it becomes the regular hours of work for those so assigned.

The Employer may vary the start/quit times by changing the schedule starting time up to thirty (30) minutes, at their option. Variances beyond thirty (30) minutes shall be agreed mutually by the Employer and the Business Representative of the Union.

A change in start/quit times shall be applied consistently on the jobsite and in no circumstances shall split shifts be created unless mutually agreed between the parties.

- (i) A ten (10) on and four (4) off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an employee work on the scheduled days off, the Friday and Monday will be paid at time and one half (1 ½) and the Saturday and Sunday will be paid at double time (2).
- (ii) When a ten (10) on and four (4) off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least three (3) working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an employees' opportunity to work other premium days when available.

APPENDIX NO. 2

MJA

- (b) For the purpose of computing overtime pay, when a compressed work week is scheduled and Friday is worked the first ten (10) hours shall be paid at time and one-half (1 ½) the regular hourly rate. All work in excess of the regular ten (10) hours per day shall be paid at double (2) the regular hourly rate.
- (c) When job circumstances merit a change in the hours of work, the Employer shall notify the Union office at least seven (7) calendar days, where practical, before such change becomes effective.
- (d) The parties understand and agree that on remote jobsites or where special conditions apply, scheduling of extended work weeks/days off may be beneficial to the completion of the work and in those circumstances the parties will mutually agree to a work schedule to meet job conditions.

5.3 Shift Work

- (a) Shift work may be performed at the option of the Employer, however, when shift work is performed at least two (2) full shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for at least three (3) consecutive regular working days, and three (3) consecutive regular working days where four (4) ten (10) hour day option is being utilized. Should each of the shifts outlined above not continue for a period of three (3) consecutive working days, all hours worked shall be deemed overtime and paid at the applicable rates contained in this portion of this Appendix.
- (b) Where a shift is commenced and has run for at least the three (3) consecutive days referred to above, should the shift terminate in the middle of the week, or an employee hires on in a week in which a shift ends, affected employee(s) shall only be entitled to shift premium on regular hours of work.

By mutual agreement, shifts may be established for periods of less than two (2) consecutive regular working days and in such an event, the deemed overtime that would otherwise be payable shall not apply.
- (c) The first shift shall work a normal shift as set out in Article 5.1(a) of this Appendix, with the applicable overtime rate after eight (8) hours of work.
- (d) The second shift commencing at any time between 3:00 p.m. and 6:00 a.m. shall work eight (8) hours. The hourly rate for employees on the second shift shall be, **May 4th, 2025**, four dollars (\$4.00) per hour greater than their applicable day time rate of pay. Effective **May 3rd, 2026**, four dollars and fifty cents (\$4.50).
- (e) Employees shall receive eight (8) consecutive hours rest in any twenty-four (24) hour period. When an eight (8) consecutive hour rest has not been given, overtime rates for all hours worked shall apply until the rest period is given.
- (f) When an employee loses a regular day through the implementation or termination of shift work, then the employee shall be paid a regular day's pay for the day lost.

APPENDIX NO. 2

MJA

5.4 Overtime and Personal Time Off

- (a) It is accepted that an employee may, from time to time, require personal time off from work to deal with personal matters. An employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar thirty (30) days, and who gives the Employer at least three (3) working days' notice of a request for leave of up to one (1) day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- (b) An employee who is preauthorized to take personal time off pursuant to the above procedure, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full eight (8) or ten (10) hours as scheduled for that shift. In the case of a worker on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work week day off. It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the worker from working overtime scheduled for that week.
- (c) Overtime premiums as specified in this Appendix will be paid for all hours worked in excess of eight (8) hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of ten (10) in a day or forty (40) in a week. A worker that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per the Appendix premiums for all hours worked on those days.
- (d) **Excusable Absence**

All overtime hours per the work week will be payable if the scheduled straight time hours and overtime hours are worked as per the work week schedule, excluding excusable absences hours missed. If scheduled straight time hours are missed due to unexcused absences the worker must work their straight time hours scheduled before overtime hours are earned. The employee will notify the Employer prior to shift start time, to be accepted as an excusable absence when circumstances arise beyond the workers' control.

APPENDIX NO. 2

MJA

ARTICLE 6 – REPORTING TIME / CALL-OUT

6.1 Reporting Time

- (a) Employees entitled to reporting time, as set out in Article 18 of the MJA shall, in addition, be paid daily travel, transportation, subsistence or receive camp accommodation, as is applicable.
- (b) An employee is not entitled to reporting time if the Employer notifies the employee that no work is available at least two (2) hours prior to the commencement of the normal work day. Employees working on a jobsite where they are accommodated in a camp facility, will not be entitled to show up time if they are notified that no work is available, at breakfast time, and notices are posted on the bulletin boards in the camp kitchen.
- (c) When an employee reporting for work qualifies for show up time, such time shall include the regular shift premium, when applicable.
- (d) When an employee is unable to report for work or to continue work due to a strike or work stoppage on the project on which they are employed, or if the employee leaves work on their own accord or is discharged for cause, such employee will not be entitled to the applicable provisions in Article 18 of the MJA.

6.2 Call-Out

- (a) Employee(s) who are called out after normal working hours and commence work shall be paid for a minimum of two (2) hours at the applicable overtime rate, and any travel and transportation applicable. If more than two (2) hours are worked, the employee(s) shall receive pay for actual hours worked at the applicable overtime rate.
- (b) The Employer may require an employee to perform work within their jurisdiction for the two (2) hour call-out.

ARTICLE 7 – TRANSPORTATION AND TRAVEL TIME & COMMUTING ALLOWANCE

Work Within Free Zone:

The following conditions will apply on jobs within daily commuting distance:

- 7.1** A thirty-five (35) kilometer radius “Free Zone” from the Winnipeg perimeter highway shall be established. No transportation or travel allowance shall be applicable within the Free Zone.
- 7.2** Notwithstanding Article 7.1, on major construction projects located within the Free Zone, around the city of Winnipeg but beyond the city bus transportation system, where it is projected that the total construction workforce will exceed five hundred (500) multi-trade construction employees, the parties shall meet to discuss the viability of implementing a system of providing transportation to the site.

APPENDIX NO. 2

MJA

- 7.3** The time in transit on busses between the site and the camp shall be determined by the parties, based on an average during a reference week of five test runs each way, conducted coincident with the times when workers are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Workers shall be paid an allowance for time regularly and routinely in excess of forty-five (45) minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker. The allowance will be paid only to workers who ride on the provided busses, and only for the days on which they ride the busses.

Commuting Outside Free Zone (No Board Zone):

- 7.4** For the purpose of this Appendix any job site or project situated within an area of one hundred and twenty (120) kilometers from the Winnipeg perimeter highway shall be considered a commuting site.
- 7.5** For commuting sites beyond the thirty-five kilometer (35 km) free zone for which daily travel is required, the Employer will have the following options:
- to provide transportation and pay travel allowance, or
 - reimburse the employees, as a vehicle allowance, at the rate of seventy cents (\$0.70) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance or as posted on www.clra.org.
- 7.6** The travel allowance shall be calculated based on traveling at 80 km per hour, at the employee's applicable base rate, from the point where the edge of the 35 km radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

Example - A Journeyperson member travelling to a project located 40 road kilometers from the edge of the free zone at 80 km per hour each way would receive the following for each day worked:

Travel Allowance: 80km @ 80km per hour = 1 hour at base rate of _____.

Vehicle Allowance: 80km @ 70¢ per km = \$56.00

For a daily total of _____.

Where the Employer provides the transportation, the travel allowance would be paid but the vehicle allowance would not be payable.

- 7.7** The parties shall examine, during January of each year of the Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for Employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometers. The parties shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the parties.

APPENDIX NO. 2

MJA

The current rate remains at seventy cents (\$0.70) per km until such time as the Canada Revenue Agency provides their yearly averages or as posted on www.clra.org.

The foregoing shall affect each section of this Appendix that prescribes a vehicle allowance.

- 7.8 Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. When the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
- 7.9 Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid any transportation allowance for that day.
- 7.10 When the transportation provided by the Employer for the conveyance of employees is delayed by circumstances which are reasonably within the control of the Employer or the bussing company, the employees shall be paid for all such time, providing the delay is in excess of fifteen (15) minutes beyond the scheduled arrival time, up to a limit of two (2) hours at the applicable straight time rate.
- 7.11 If an employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of seventy cents (\$0.70) per kilometer traveled if the employee uses their own vehicle or as posted on www.clra.org. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- 7.12 Employees required to travel out of a city or town to another job after working a shift, and before an eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half (1 ½) the normal rate. If still traveling the following day, the employee shall be paid the normal rate for time traveled during the regular working day only.

Transportation and Board (Beyond Commuting Zone):

- 7.13 On projects that are located more than one hundred and twenty (120) radius kilometers from the Winnipeg Perimeter highway, employees will be entitled to subsistence payments of one hundred and seventy-five dollars (\$175.00) per day worked.

On projects that are located more than three hundred and fifty (350) radius kilometers from the Winnipeg perimeter highway, subsistence will be paid on a seven day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the employer.

- 7.14 On a subsistence project, employees shall receive one additional day of subsistence for either the day before commencing work or the day after completing the work assignment. This payment will be made for the preceding or succeeding day where substantiated by verifiable proof that accommodation was used (i.e. receipt or registration verification).

APPENDIX NO. 2

MJA

- (a) Initial and terminal travel to subsistence projects will be paid as follows:
- | | |
|----------------------------|--|
| 120-200 Radius Kilometers | \$98.00 each way, |
| 201-300 Radius Kilometers | \$139.00 each way, |
| 301-375 Radius Kilometers | \$168.00 each way, |
| 376-Plus Radius Kilometers | \$250.00 each way, or actual airfare if suitable proof of air transport is provided to the employer. |
- (b) Initial travel amounts will be paid after fifteen (15) calendar days on the job or at lay-off. Terminal travel will be paid at lay-off. Employees who quit or are terminated for cause prior to the entitlement payment of either initial or terminal amounts are not entitled to any travel payments outstanding.

- 7.15** Should an employee's reasonable costs exceed the subsistence rates established within this Appendix, affected employees may submit verified receipts, in accordance with the Employer's policy, for reimbursement of monies spent over the established subsistence rate.

Local Residents

- 7.16** A Local Resident is an individual who resides within a seventy-five (75) kilometer radius of the centre of a job site which is beyond daily commuting distance, and has resided within such radius of the site for a period of not less than six (6) months prior to being engaged on the project.
- 7.17** Local Residents residing within a thirty-five (35) kilometer radius of the jobsite shall not be entitled to receive vehicle allowance, travel allowance, accommodation allowance or initial/terminal travel allowance.
- 7.18** Local Residents residing between a thirty-five (35) kilometer radius and a seventy-five (75) kilometer radius of the jobsite shall not be eligible for accommodation allowance and initial/terminal travel, but shall receive a vehicle and travel allowance paid in accordance with Article 7.5 for each day worked or reported for work.

7.19 Guidelines for Determining Local Residency

- (a) Where a question arises as to whether a candidate for employment qualified as a local resident, the designated representative of the Employer and the Un-ion shall determine the individual's acceptability as to residency only. The Union may provide direction in addition to the guidelines set out below to determine the "real residency" test for those people wishing to be designated as local residents.
- (b) In making the determination as to whether a person is a "Local Resident" for the purpose of this Appendix, the following factors will be taken into consideration:
- the dwelling place of the person's spouse and dependents
 - personal property and social ties to the community residential ties elsewhere
 - permanence and purpose of residence in a particular community
 - documentation of:

APPENDIX NO. 2

MJA

- property tax and recent receipts, telephone, gas or other utility receipts
- driver's license
- vehicle registration or pink card
- income tax
- unemployment insurance documents
- voter's list registration
- employee benefits fund administration registration

- (c) Where a Local Resident employee is required to work overtime, they shall be entitled to overtime meals in accordance with this Appendix.

7.20 Applicable to all regions

- (a) Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Manitoba residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work.

To be eligible for board and room or daily allowance in these circumstances the employee must have been unable to return to their primary Manitoba residence due to medical, work, site or weather conditions.

In the event return to the employee's primary Manitoba residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.

It is expected that circumstances to which these provisions apply will be of short duration.

For the purposes of this Article, for an employee who does not maintain a primary residence in Manitoba, that employee's primary Manitoba residence shall be deemed to be Winnipeg.

- (b) If an employee chooses to leave before the completion of the shift without the consent of the Employer they will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an employee chooses to leave before the completion of the shift with the consent of the Employer they will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.

ARTICLE 8 – LUNCH PERIOD AND SITE CONDITIONS

8.1 The lunch period shall be in accordance with Article 5.1(a).

8.2 Overtime Meal Breaks: Where employees are required to work in excess of ten (10) hours in a single shift, they shall be provided, immediately after ten (10) hours, with a suitable meal, (hot where possible), and every four (4) hours thereafter until the shift is ended.

APPENDIX NO. 2

MJA

On projects when it is impractical for the Employer to provide a meal the employee shall be paid a fifteen (15) minute break at the applicable rate of pay and the Employer shall pay a meal allowance of forty-five dollars (\$45.00) in lieu of the meal and the time to consume the meal. Where the Employer is paying subsistence, this clause shall also apply.

Where compressed work weeks are worked, recognizing emergency situations will arise, if the Employer has not scheduled in excess of ten (10) hour shifts, the Employer shall be granted a one (1) hour extension where the Employer need not supply a suitable meal. When an employee works scheduled overtime (work performed on Saturdays, Sundays and Holidays) they shall be entitled to a meal break when overtime work exceeds ten (10) hours.

All overtime meal breaks will be thirty (30) minutes in duration and will be paid for at straight time rates. However, in calculating entitlement to a meal, the thirty (30) minute break shall not count as overtime work. Where the Employer is paying subsistence, this clause shall also apply.

8.3 When forepersons are required to:

- (a) Start up to one (1) hour earlier, or
- (b) Finish up to one (1) hour later, or
- (c) Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the foreperson's crews,

for the purposes of organizing work, obtaining permits, or facilitating a transition to another shift, the provision of an overtime meal and the time to consume it, will not be required unless an overtime meal is provided to the rest of the crew.

8.4 All employees covered by this Appendix shall be permitted ten (10) minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break on the job during regular working hours. If extended overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break. However, for a compressed work week schedule, employees shall be permitted a break of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of such shifts.

If non-scheduled overtime of more than two (2) hours is to be worked at the end of the scheduled shift, a third break will be permitted at the commencement of this non-scheduled overtime.

8.5 Two Break Option

When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two (2) breaks of one half (1/2) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at

APPENDIX NO. 2

MJA

applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half ($1\frac{1}{2}x$) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

8.6 Tools and Protective Equipment

The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing issued and to accept responsibility for normal wear and tear on return of broken or worn tools. Tools, safety equipment or protective clothing shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

ARTICLE 9 – PAY DAY

- 9.1** Wages shall be paid weekly not later than the last day of the regular work week before quitting time. Employers shall have the option to pay by payroll cheque or to pay by direct deposit to the bank account of the employee's choice. Where direct deposit is used, employees will be provided with pay summaries. As an option, the Employer may use electronic pay records and records of employment. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed record of employment will be issued.
- 9.2** Employees who are laid off or terminated from the service of the Employer shall receive their final wages, vacation pay due, and unemployment insurance record of earnings in accordance with Article 26.2 of the MJA. Should wages, etc., not be mailed within the applicable time period, the Employer will pay a penalty of two hours per day until the mailing is made.
- 9.3** Should employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the Employer will provide a make-up payment no later than the third business day after the shortage was brought to their attention. Should this payment not be made, the applicable provisions of Article 9.2 above will apply.

In the event that there is a payroll error (miscalculation) on the weekly pay cheque or electronic deposit where an employee is short paid less than ten (10) hours or equivalent, the Employer will have two (2) payroll periods, after notification is provided to the Employer in accordance with the Employer's normal payroll query process, to provide a make-up payment. Should this make-up payment not be made within the two (2) payroll periods, the Employer will pay a penalty of two (2) hours per day from the date the Employer was notified.

Should the employee not submit a payroll query within three (3) weeks of the payroll error (miscalculation) the penalty payment of two (2) hours per day will be applicable on the fifteenth (15) day from the submission of the query.

APPENDIX NO. 2

MJA

ARTICLE 10 – HEALTH AND WELFARE, PENSION PLAN, INDUSTRY ADVANCEMENT, AND WORKING DUES

10.1 Health and Welfare Plan

The Employer shall contribute, effective May 4th, 2025, three dollars and thirty cents (\$3.30) per hour worked hereunder to Teamsters, Local 362, Health and Welfare Plan.

10.2 Pension Plan

The Employer shall contribute, effective January 1, 2025, four dollars and ninety cents (\$4.90) per hour for each hour earned hereunder to Teamsters Prairie Provinces Pension Plan.

10.3 Industry Advancement Fund

The Employer shall make contributions of five cents (5¢) per hour worked hereunder to Teamsters Local 979 Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

10.4 Contributions

- (a)** Contributions and remittances referred to in Articles 10.1, 10.2, and 10.3 shall be remitted monthly by the fifteenth (15th) day of the month following that to which they refer, together with a form, supplied to the Employer by the Union, which shall provide full instructions.
- (b)** Timely payment of contributions to the Trust Fund provided for in this Appendix is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:
 - (i)** The Union will advise the Employer, in writing, of any delinquency.
 - (ii)** If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and Holidays, the Union may then request a meeting with the Employer to provide for payment of funds.
 - (iii)** In the case of failure of the Employer to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Employer for recovery of the amount due.
 - (iv)** Notwithstanding any provision of the Appendix or of any other documents, including any document respecting the establishment or administration of the said Funds, the Employer's liability to the said Funds shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.

APPENDIX NO. 2

MJA

10.5 Teamsters Construction Division National Trust Fund (TCDNTF)

- (a) Each Employer shall contribute from the total package and on behalf of each employee, Owner/Operator, Independent Contractor or Sub-Contractor, the sum of ten cents (\$0.10) per hour for each hour earned to the Teamster Construction Division National Trust Fund (TCDNTF).
- (b) Such remittances shall be made monthly on or before the fifteenth day of each month following the month when such a contribution was made.
- (c) Such contributions shall be remitted on a cheque or e transfer with the appropriate back up and made payable to the TCDNF c/o Teamsters Canada, 400 – 1750 Maurice – Gauvin, Laval, QC, H7S 1Z5.

10.6 Working Dues

- (a) Effective May 4, 2025, thirty-five (\$0.35) working dues shall be deducted from each employee covered by this Appendix for each hour for which wages are payable hereunder and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made.
- (b) Remittances shall be made in accordance with the forms provided by the Union.
- (c) Should the Union, during the term of this Agreement, request a change in hourly rates of the working dues, the altered rate shall be deducted and remitted as above.
- (d) The Employer shall be given sixty (60) days notice in writing of the change in the amount of deductions to be made.

ARTICLE 11 – CLASSIFICATION AND WAGE RATES (BASE RATES)

The classification and hourly wage rates for employees covered by this appendix shall be:

11.1 Non-Trainees (i.e., employees not covered by 11.2 below)

CLASSIFICATION	May 4, 2025	May 3, 2026	May 2, 2027	April 30, 2028
<u>GROUP 1</u> Belly dump trucks End-dumps (Rock Wagon) Euclid or similar Low Beds Wheeler tractor Hauling units	\$36.49	\$37.58	\$38.71	\$39.87

*Utility Driver – a person hired as a Utility Driver shall be qualified to operate any of the equipment listed in Groups 1 to 5, inclusive.

*Utility Driver – a person hired as a Utility Driver shall be qualified to operate any of the equipment listed in Groups 1 to 5, inclusive.

APPENDIX NO. 2

MJA

When an Employer appoints a Foreperson, the employee so appointed shall receive a minimum of one dollar (\$1.00) per hour above the highest rate of those employees being supervised.

Fire retardant coveralls will be supplied to fuel truck drivers and their helpers.

11.2 Trainees

(a) A trainee means an employee who is hired to participate in an Employer's formally structured on-the-job training program in any classification set out in this Appendix, the nature of which are not designated trades (i.e., designated as being appropriate for apprenticeship or certification or both pursuant to The Apprenticeship and Certification Act of the Province of Manitoba).

(b) Trainees shall be paid a percentage of the rate in effect for the classification for which the employee is being trained in accordance with the following:

1 – 200 hours	60%
201 – 400 hours	70%
401 – 600 hours	80%
601 or more hours	90%

If the duration of the training program is less than 200 hours (or 400 hours or 600 hours, as the case may be), the employee's rate shall be increased to 100% of the rate in effect for that classification, effective on the first working day following the employee's successful completion of the training program.

(c) Prior to implementing any formal on-the-job training programs for any classifications set out in this Appendix, the Employer shall provide the Union with the following information:

(i) the classification for which on-the-job training will be instituted and the scheduled commencement date of the training

(ii) the duration of the training

(d) The number of trainees shall not exceed twenty-five percent (25%) of the total number of employees employed by an Employer and covered by this Appendix except as may otherwise be agreed to by the Union and the BTBC.

(e) An employee who is hired in a non-training classification may be reassigned to a formal on-the-job training program under the following conditions:

(i) an employee requests, in writing, to participate in the Employer's formal on-the-job-training program and the Employer approves the request;

APPENDIX NO. 2

MJA

- (ii) the Employer requests that an employee be reassigned to a formal on-the-job training program and the employee and the Union are in agreement with the reassignment.
- (f) An employee who is reassigned in accordance with (e) above shall be deemed to be a trainee and paid in accordance with the provisions of (b).
- (g) The Employer shall provide each employee who successfully completes the Employer's formal on-the-job training program with a letter confirming the type of training received and the corresponding number of hours the employee spent in such training.

11.3 Boom Truck Hoist Operator Apprentices

Boom Truck Hoist Operator Apprentices shall be paid the following percentages of the rate for a certified boom truck hoist operator as set out in Group 5(b) above or the minimum wage rates prescribed in the Trade of Boom Truck Hoist, Mobile Crane and Tower Crane Operator Regulation, whichever is more favourable to the Apprentice:

- 1st year – 60%
- 2nd year – 80%

APPENDIX NO. 3a

MJA

APPENDIX NO. 3a – IRONWORKERS (ICI Reinforcing Division*)

The International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers Local Union No. 728

MANITOBA JOBS AGREEMENT (MJA)

ARTICLE 1 – DUES CHECK OFF

- 1.1** The Employer agrees to deduct and remit Union Dues and Field Dues, in the amount of two point eight percent (2.8%) of the Journeyperson's total compensation package (base wage and vacation pay and holiday pay and Employer Pension contributions and Employer Health & Welfare and Employer Training Contributions) per hour worked and/or assessments voluntarily authorized by the employee in writing and shall deduct from the first pay period of each month, sums for monthly dues. Monthly dues, applicable field dues and assessment deductions, as may be notified in writing by the Union in accordance with the Local Union By-Laws, shall be forwarded to the Financial Secretary-Treasurer of Local 728 on or before the 15th day of the month following the month during which such deductions were collected. The remittances shall be accompanied by a statement of the names of the employees from whom the sums have been deducted and number of hours worked by the employee.

It will not be a violation of this Agreement if the supply of labour is withheld due to non-payment of check-off field dues assessment. If the Employer does not submit as required above, a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of contributions

ARTICLE 2 – JOINT CONFERENCE COMMITTEE

- 2.1** In consideration of the mutual benefits likely to be obtained by way of a more harmonious relationship between the Employer and the Union a Joint Conference Committee shall be established.
- 2.2** This Committee shall consist of not more than three (3) members from each side. This Committee shall endeavour to meet once per year or at additional times as deemed necessary by either party to this Agreement, and shall be authorized to investigate, assess and recommend solutions to the various problems by job or by making permanent adjustments to this Agreement for the betterment of the Industry.

* 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 / Ironworkers Local 728 Reinforcing Division Collective Agreement.

APPENDIX NO. 3a

MJA

ARTICLE 3 – WAGE RATES

- 3.1 The classification and hourly wage rates for employees covered by this Appendix shall be: **Journeyman Reinforcing Ironworkers Base Wage Rate**

Effective pay period following Union ratification	May 1, 2026	May 1, 2027
\$40.57	\$41.57	\$42.57

3.2 **Forepersons**

A Foreperson will be paid not less than the following per hour amount more than the base hourly rate for Journeyperson Ironworkers:

When there are four (4) or fewer employees (including the Foreperson), the Foreperson will be paid at not less than five dollars (\$5.00) per hour for the duration of the Agreement.

For a five (5) employee crew and above (including the Foreperson), the Foreperson will be paid at not less than seven dollars and fifty cents (\$7.50) per hour for the duration of the Agreement.

3.3 **General Foreperson**

At the Employers discretion, should they choose to employ a General Foreperson, they will be paid not less than the base wage rate for a Journeyperson Ironworker plus double the extra rate for Foreperson as indicated by Article 3.2 above.

Foreperson**

Where three (3) or more Rodworkers are employed, one shall be selected by the Employer to act as Foreperson and receive Foreperson's wages.

3.4 **Apprentices**

- (a) The first year shall be considered as a probationary period for an Apprentice and the Employer shall, upon discussing this matter with the Local's Business Manager (or designate), have the right to terminate a probationary Apprentice's employment from that Company, and such Employer decision shall not be grievable under Article 16 of the MJA.
- (b) At intervals of 1800 hours which will include hours worked and completion of in school training hours, each Apprentice's rate will be reviewed by the Union, and the Apprentice will be given increases, if their ability warrants, on the following basis:

APPENDIX NO. 3a

MJA

1 st Level	0-1799 hours	See Total Wage Package
2 nd Level	1800-3599 hours	See Total Wage Package
3 rd Level	3600-5399 hours	See Total Wage Package

The parties agree that the Apprentice percentages will be adjusted if the Province of Manitoba's minimum hourly wage rate is adjusted from its current level at the date of signing of this Agreement. The percentage adjustments must ensure that the minimum Apprentice hourly rates conform with the Manitoba Apprenticeship & Trades Qualifications Act (Trade of Ironworker Regulation).

- (c) If the Apprentice fails to apply themselves, seems unable or unwilling to adopt to trade conditions, or are otherwise found unsuited to the trade, they shall be notified by the Union of their findings and informed that they are being terminated from the membership of this Local Union.

3.5 Apprentice Ironworker

Apprentice Wage and Employer Pension Contribution: Apprentice Wage and Employer Pension contributions shall be based on the following per hour worked amounts:

Apprentice Base Wage Rate

	Effective pay period following Union ratification	May 1, 2026	May 1, 2027
Level 3 Apprentice	\$34.48	\$35.33	\$36.18
Level 2 Apprentice	\$30.43	\$31.18	\$31.93
Level 1 Apprentice	\$26.37	\$27.02	\$27.67

Apprentice Pension Contribution by Employer

	Effective pay period following Union ratification	May 1, 2026	May 1, 2027
Level 3 Apprentice	\$4.88	\$4.96	\$5.05
Level 2 Apprentice	\$4.31	\$4.38	\$4.46
Level 1 Apprentice	\$3.73	\$3.80	\$3.86

ARTICLE 4 – STANDARD OF WORK AND LIMITATIONS

4.1 For the purpose of this Appendix the following definitions will apply:

A Journeyperson Rodworker is hereby defined as a employee experienced in the fabricating, placing and tying of reinforcing steel.

APPENDIX NO. 3a

MJA

A qualified Journeyperson Rodworker must be experienced in the placing of reinforcing steel in all types of reinforced concrete structures and they must have a thorough working knowledge of all tools and equipment of their trade as laid down in the CRSI Recommended Practice for Placing Reinforcing Bars, 1959.

They must be able to perform the following operations in a safe and workmanlike manner:

1. Sling, climb and signal the hoisting engineer.
2. Erect scaffolding or tie the necessary knots and sling scaffolds when necessary.
3. Place reinforcing steel in accordance with recognized ACI Standards under the direction of their Foreperson or Superintendent.
4. Read and interpret bar lists, placing drawings, cutting sheets.
5. Operate bending and cutting machines under direction of their Foreperson.
6. Work with a hickey.
7. Measure off work under the direction of Foreperson or Superintendent.

4.2 Journeyperson Ironworker Welder must possess a current all position Class "S" Ticket of the Canadian Standards Association W-47.1 Code (most current version). They must be able to adjust their welding machine and have a thorough working knowledge of all the tools and equipment of their trade. They must also be able to perform the following operations in a safe and workmanlike manner:

1. Climb.
2. Tie the necessary knots and sling scaffolds for welding.
3. Fit up work for welding.
4. Understand welding symbols and procedures.
5. Burn and chip.

ARTICLE 5 – VACATION AND VACATION PAY

5.1 Each employee shall receive an amount equal to ten point five percent (10.5%) of their gross earnings of which four point five percent (4.5%) shall be in lieu of paid statutory holidays. Each employee shall be entitled to four (4) weeks of annual vacation.

5.2 Vacation Pay Allowances shall be paid to employees 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 agree 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 that calendar year.

ARTICLE 6 – STATUTORY HOLIDAYS

6.1 All time worked on recognized holidays, as set out in Article 19 of the MJA, shall be paid for at a rate of double time.

APPENDIX NO. 3a

MJA

- 6.2** No work shall be performed on Labour Day and/or Truth and Reconciliation Day, except to save life or property. Where the Canada Day holiday falls on a Tuesday, Wednesday or Thursday, the holiday is to be observed on the day which it falls.
- 6.3** When a recognized holiday other than Remembrance Day falls on a Saturday or Sunday, the next following regular working day(s) shall be taken as an alternate day off. When two (2) recognized holidays fall on a Saturday and Sunday the following Monday and Tuesday shall be taken off as alternate days.

An employee who is required to work on a recognized holiday or the alternate day(s), shall be paid at a rate of double time.

ARTICLE 7 – HOURS OF WORK, OVERTIME & WORKING CONDITIONS

- 7.1** The schedule of hours of work, as set down in this Appendix shall not be considered as a guarantee of hours of work per day or per week.
- 7.2** The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday to Friday inclusive.
- 7.3** All such hours worked shall be classed as straight time and the eight (8) hour shift shall normally be performed between 8:00 a.m. and 5:00 p.m. (or normally be performed between 7:00 a.m. to 4:00 p.m.), but on projects where circumstances make it necessary, they shall be performed during any time of the day or night that may constitute a regular shift on that project.

It is agreed that a premium of three dollars and thirty cents (\$3.30) per hour will be paid for each straight time hour of a regular single shift that is worked between 10:00 p.m. and 6:00 a.m.

Should an employee be required to work in a single overnight shift impeding their ability to accept the normal scheduled day shift work the following day, all wages for the period of that single overnight shift shall be paid at a rate of double time the straight-time rate.

- 7.4** One (1) hour in each work day shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between employees on the job and the Employer or its Representatives.
- 7.5** Employees will be allowed time to gather and put away all their working tools and equipment prior to quitting time.
- 7.6** The Employer may require employees to work overtime in excess of their regularly assigned hours and when overtime is to be worked first consideration will be given to members of Local 728.
- 7.7** **Overtime:** Wherever the term “overtime” is referenced within this Appendix, it shall be applied as follows:
- (a) **Monday Through Friday:** The first two (2) hours of daily overtime, Monday through Friday, shall be paid for at the rate of time and one half. All time worked

APPENDIX NO. 3a

MJA

beyond the first two overtime hours shall then be paid for at the rate of double time for the remainder of the work shift.

- (b) **Saturday and/or Sunday:** Provided that an employee has worked all of the scheduled straight-time rate hours for the previous Monday to Friday work week, this employee shall then qualify for double-time overtime should this employee be required to work on the corresponding Saturday and/or Sunday.
- (c) **Exception:** Should an employee be required to work on the corresponding Saturday and/or Sunday and this employee has not worked all of the scheduled straight-time rate hours for the previous Monday to Friday work week, this employee shall first be paid at the regular straight-time rate (for the scheduled Monday to Friday work hours not previously worked) and then shall receive double time (2x) the straight time rate of pay for the remaining hours worked on the Saturday and/or Sunday.

NOTE: This (c) Exception does not apply if the Monday through Friday scheduled straight-time hours were not worked due to bad weather work cancellation; work material shortage; Employer directed job-site interruption of work; or due to an employee receiving an authorized leave of absence from the Employer (i.e., sick absence with a Doctor's Note or for a pre-arranged medical appointment where the Employer has been advised reasonably prior to the missed shift in question) and it is agreed that such leave of absence requests shall not be unreasonably denied. In these cases, this employee would be paid as per (b) above.

- 7.8 If any employees are recalled to a job without having had eight (8) hours rest, they shall be paid at double time rate of pay until such time as they have had the said eight (8) hours rest.
- 7.9 Employees eligible for reporting time, as set out in Article 18.2 of the MJA shall, in addition, be paid the regular board allowance for the day where so entitled pursuant to the terms of this Appendix.
- 7.10 When an employee has been notified prior to leaving their place of residence not to report for work, the reporting time in Article 18.2 of the MJA shall not apply.
- 7.11 If on any project work cannot proceed due to shortage of material or other reason within the control of the Company, employees living away from home will either be returned home (i.e.) paid travel expense, travel time and subsistence allowance for travel day out and when requested to return to the job site shall be paid same when returning to work) or at the option of the Employer and with the consent of the employees will be paid three (3) hours and subsistence if applicable for the days that the work is delayed.
- 7.12 An employee called out for work after they have completed their regular shift and have gone home shall be given not less than four (4) hours work, or if the work is not available, shall be paid for four (4) hours at the applicable overtime rate.
- 7.13 An employee who is injured while working for the Company and is sent home because of such injury shall receive pay up to the end of the shift in which they were injured. The

APPENDIX NO. 3a

MJA

Shop Steward will be allowed time to gather the injured employee's personal belongings as soon as possible after the accident and if the case warrants it the Foreperson shall designate someone to accompany the injured employee to the doctor or hospital without loss of time or pay.

7.14 The Company may call employees out to unload or to do such work as may be necessary to protect property during inclement weather. The employee shall receive not less than three (3) hours pay at the appropriate rate (i.e. straight time or double time) for each time called out.

7.15 By mutual agreement between the Union and the Employer, a compressed work week of four – 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.

The daily work breaks, of two (2) fifteen (15) minute breaks and one (1) thirty (30) minute meal break will be extended by an additional five (5) minutes for each break respectfully in lieu of a break after eight (8) hours.

All daily overtime hours worked on a compressed work week schedule beyond ten (10) hours per day shall be compensated at two (2) times the straight time rate of pay.

All overtime hours worked on a compressed work week schedule, beyond the regular four (4) days schedule of Monday to Friday (including an Article 6.1 Statutory Holiday) shall be as follows:

(a) the first two (2) overtime hours at one and one-half times ($1\frac{1}{2}x$) the straight time rate of pay.

(b) all subsequent overtime hours at two times (2x) the straight time rate of pay.

If overtime is required on a compressed work week day (s), the overtime meal break, as per Article 9.2, will commence at the start of the overtime period.

For work within one hundred and four (104) kilometers of the Winnipeg Perimeter Highway, subsistence allowance for the compressed work week schedule shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week, as per Article 15.2(a).

For out of town work located between one hundred and four (104) kilometers and two hundred and twenty-five (225) kilometers of the Winnipeg Perimeter Highway, subsistence allowance for the compressed work week schedule shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week, as per Article 15.2(b).

Work beyond two hundred and twenty-five (225) kilometers of the Winnipeg Perimeter Highway shall receive subsistence allowance per seven (7) day week as per Article 15.2(c).

In the event that any Holiday specified in Article 6.1 of the Appendix falls during a compressed work week, then such Holiday will be considered a premium time day, and

APPENDIX NO. 3a

MJA

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 work day of a compressed work week, the employee shall receive room and board or “subsistence allowance” on a day worked plus one (1) additional day basis.
- (b) 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 8 – ADDITIONAL SHIFTS

- 8.1** A shift premium of three dollars (\$3.00) shall be applied for all hours worked on second and third shift operations. When overtime hours are being worked on a second or third shift, shift premium shall be applied as per the following per hour worked formula:

(base wage rate X applicable overtime premium) + \$3.00 shift premium

- 8.2** For the purpose of establishing the weekend shift premiums, double time will be paid on the second and third shifts between 8:00 a.m. on Saturday and 8:00 a.m. on Monday. A shift premium is not payable for overtime hours worked.

ARTICLE 9 – LUNCH BREAKS DURING OVERTIME HOURS

- 9.1** Employees shall not be required to work more than five (5) hours without a lunch period, and shall have a lunch period after the completion of each additional five (5) hours thereafter.

- 9.2** Where work is scheduled to exceed ten (10) hours in a day, the Employer shall supply a hot meal at no cost to the employee after two (2) hours of overtime have been worked and again every four (4) hours thereafter without any loss of time. The employees shall be entitled to a thirty (30) minute overtime meal break. In the event the employee elects to not take a hot meal, the employee shall be paid twenty-five dollars (\$25.00) in lieu of the hot meal.

If two (2) or more hours of overtime are to be worked, a paid coffee break of fifteen (15) minutes shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with the overtime meal break.

Where work is scheduled to be ten (10) hours per day, coffee breaks and the daily lunch break may be extended by five (5) minutes each in lieu of a break after eight (8) hours being worked, if mutually agreed to between the employees and the Employer.

ARTICLE 10 – COFFEE TIME

- 10.1** It is agreed that all employees of the Employer covered by this Appendix will be permitted fifteen (15) minutes time both in the morning and afternoon to drink coffee or refreshments on the job during regular working hours and at the conclusion of the eighth (8th) hour

APPENDIX NO. 3a

MJA

where ten (10) or more hours are worked in a shift. It is, however, understood that this shall be done in such a manner as to not stop the normal operation of the job.

ARTICLE 11 – WELFARE TRUST FUND

- 11.1** An Employer, being signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Ironworkers (Manitoba) Local Union 728 Central Welfare Trust Fund dated the 15th day of October, 1970 and all amendments thereto.

Effective July 28, 2025, the Employer shall contribute two dollars and twenty-five cents (\$2.25) for every hour worked by each employee covered by this Appendix.

Such contributions shall be forwarded to the Ironworkers (Manitoba) Local Union 728 Central Welfare Trust Fund by the 15th day of the month following the month in which the hours were worked.

- 11.2** It will not be a violation of this Agreement if the supply of labour is withheld due to non-payment of Welfare contributions by the Employer.
- 11.3** If any Employer shall fail to remit payments required to be made pursuant to the terms of this Appendix and as stipulated within the most current stated Ironworkers Central Health and Benefit Trust Fund (Manitoba) Trust Agreement, between the Union and the C.L.R.A.M. Structural Steel and Reinforcing Steel Trade Divisions, a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of contributions.

ARTICLE 12 – PENSION TRUST FUND

- 12.1** An Employer, being signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Ironworkers (Manitoba) Local Union 728 Central Pension Trust Fund dated the 15th day of October, 1970 and all amendments thereto.

Effective July 28, 2025 the Employer shall contribute six dollars and thirty-eight cents (\$6.38) for every hour worked by each employee covered by this Appendix.

Such contributions shall be forwarded to the Ironworkers (Manitoba) Local Union 728 Central Pension Trust Fund by the 15th day of the month following the month in which the hours were worked.

- 12.2** It will not be a violation of this Agreement if the supply of labour is withheld due to non-payment of Pension contributions by the Employer.
- 12.3** If any Employer shall fail to remit payments required to be made pursuant to the terms of this Appendix and as stipulated within the most current stated Ironworkers Central Pension Trust Fund (Manitoba) Trust Agreement, between the Union and the C.L.R.A.M. Structural Steel and Reinforcing Steel Trade Divisions, a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of contributions.

APPENDIX NO. 3a

MJA

ARTICLE 13 – IRONWORKERS TRADE IMPROVEMENT FUND

- 13.1** An Employer, being a signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Ironworkers Trade Improvement Fund (Manitoba) Trust Agreement dated the 15th day of October, 1970 and all amendments thereto.

The Employer shall contribute the following or every hour worked by each employee covered by this Appendix:

Effective July 28, 2025 Forty cents (\$0.40) per hour worked

- 13.2** This fund will be administered by the Joint Trustees appointed by the Employers and the Union. The Employer shall, by the 15th day of the month following the month in which the hours were worked, mail such contributions to the Ironworkers Trade Improvement Fund (Manitoba).
- 13.3** Such monies will be used for the education of Apprentices, the testing of Welders and any purpose deemed necessary and advantageous for the Improvement of the Trade.
- 13.4** If any Employer shall fail to remit payments required to be made pursuant to the terms of this Appendix and as stipulated within the most current stated Ironworkers Trade Improvement Fund (Manitoba) Trust Agreement, between the Union and the C.L.R.A.M. Structural Steel and Reinforcing Steel Trade Divisions, a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of contributions.

ARTICLE 14 – COMMUTING BEYOND PERIMETER HIGHWAY (NO BOARD ZONE)

- 14.1** For the purpose of this Appendix any job site or project situated within an area of ninety (90) kilometres from the Winnipeg perimeter highway shall be considered a commuting site.
- 14.2** All travelling within the area bound by a thirty-two (32) kilometre zone beyond the Winnipeg perimeter highway will be free of all time and travel expenses.
- 14.3** Employees who are required to work outside the boundary of the Winnipeg Perimeter Highway and commute daily shall be paid sixty-five (65¢) cents per kilometre Travelling Time, plus a per kilometre Automobile Allowance paid in accordance with CRA[†] guidelines from the edge of the free zone to the job site and return trip.
- 14.4** All travelling time by ground transportation and allowances shall be based and rated on actual road kilometres to the project site by the shortest suitable numbered highway or road as designated on the Manitoba Provincial Highways map.

No Travel Time or Car Allowance will be paid to employees who are hired on the job or who live (for minimum of three (3) months prior to the start date of the job in question)

[†] The CRA kilometre rate for the **2025** calendar year is seventy-two cents (**72¢**) per kilometre for the first five thousand (5000) kilometres driven, it then reduces to sixty-six cents (**66¢**) for all kilometres driven thereafter.

APPENDIX NO. 3a

MJA

within a twenty (20) kilometre radius of the project site except on projects where there is a camp and where the work is so located that locally residing employees cannot live at home.

- 14.5** When an employee accepts transportation provided by or arranged by the Employer, the employee shall be paid a travel time allowance of sixty-five cents (65¢) per kilometre beyond the free zone to the job site and back to the free zone daily.

ARTICLE 15 – TRANSPORTATION AND BOARD (BEYOND COMMUTING ZONE)

- 15.1** Employees sent to projects outside the Winnipeg Free zone by the Employer and not paid commuting allowance as set forth in Article 14 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.

- 15.2** If, by arrangement with the Employer, the employee is allowed the option of arranging their own board and room in lieu of receiving board and room arranged by the Employer as set forth above, the employee shall receive a board and room expense refund on the following basis:

(a) **Within One Hundred and Four (104) Kilometers:**

Out of town work within one hundred and four (104) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee the lesser of commuting and travel time or a minimum subsistence allowance per day worked as follows: **May 1, 2025 - \$105.00/day worked.**

Employees working overtime of three (3) or more hours in more than two (2) consecutive shifts per week on work between eighty (80) kilometers and one hundred and four (104) kilometers of the Winnipeg Perimeter Highways, will receive subsistence allowance as per Article 15.2(b) for the days overtime is worked.

(b) **Between One Hundred and Four (104) Kilometers and Two Hundred and Twenty-Five (225) Kilometers:**

On out of town work located between one hundred and four (104) kilometers and two hundred and twenty-five (225) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance per day worked as follows: **May 1, 2025 - \$173.75/day worked.**

(c) **Beyond Two Hundred and Twenty-Five (225) Kilometers:**

On out of two work located beyond two hundred and twenty-five (225) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance per seven day week as follows: **May 1, 2025 - \$200.75/per seven day week.**

- (d) Effective May 1, 2026 and yearly thereafter, the subsistence allowance described in Article 15.2(a) 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 and to be paid out from May 1, 2026.

APPENDIX NO. 3a

MJA

Effective May 1, 2026, and yearly thereafter, the subsistence allowance described in Article 15.2(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 and to be paid out from May 1, 2026.

- (e) Should an employee per Article 15.2(a) above be required to work overtime exceeding four (4) hours on the day prior to their scheduled days of rest, they will be eligible for subsistence allowance for an additional day.
- (f) On projects where living costs exceed the subsistence allowance, or lodging cannot be secured over scheduled days of rest without charge, the allowance will be adjusted to conform to local conditions (subject to appropriate receipts being provided by the employee if requested by the Employer). If a job site is closed during the week due to inclement weather, the employee shall still receive subsistence allowance for the day in question. The employee will receive additional subsistence for any further days if they cannot return to their home residence due to road closures.
- (g) With respect to Article 15.2(a) & (b), it is agreed that in the event a holiday occurs during the work week, board and room shall be paid for that day provided the employee works the preceding working day of such holiday and the working day immediately following such holiday. Further, with respect to Article 15.2(a) & (b), if the "holiday" falls on the first or last day of the established calendar work week the employee shall not receive room and board for that day, unless the employee works the scheduled work-day before and after the "holiday" and can provide to their Employer a hotel receipt for the holiday in question.

With respect to Article 15.2(a), (b) & (c), 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 providing the Employer with a medical report from a doctor. If the employee is required to leave the job early or take part of a day off, they shall be paid board and room for that day provided permission is granted from the Employer.

15.3 Transportation and Board and Room – How Paid

Transportation and board and room expenses shall be paid to the employee consistent with their regular pay. If this presents a hardship for new hires, they shall, upon request, be entitled to a pay advance for the full value of expense owed on the first Friday of their employment.

- 15.4** For local hire employees, the thirty-two (32) kilometer free zone around their city or town shall not apply for vehicle allowance and travel time should they be required to commute to a job site beyond the thirty-two (32) kilometer free zone.

- 15.5** 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.

APPENDIX NO. 3a

MJA

ARTICLE 16 – PAYDAYS, LAYOFFS, DISCHARGE AND EMPLOYEES QUITTING

- 16.1** The regular payday shall be once a week on such a day as agreed between the Employer and the Union. Wages shall be paid on Employer time during regular assigned hours by cheque or by direct deposit (as determined by the Employer) which will be negotiable without charge (on direct deposit, the Employer will deliver the payroll stub to the job site by pay day).
- 16.2** The parties agree that should an Employer fail to comply with the provisions of this Article or Article 26 of the MJA, a fifty percent (50%) penalty may be invoked by the Union, provided the Union has discussed the issue with the Employer and upon failure to reach a resolve the Union shall notify the Employer by fax or Priority Post that this clause will be enacted as of the date of notification.

ARTICLE 17 – TOOLS AND SAFETY EQUIPMENT

- 17.1** The Employer will reimburse the employee for all reasonable losses associated with fire or theft (in the job trailer and/or gang box) of the employee's working clothes and working equipment at the work site (provided appropriate receipts are provided).

The Employer will reimburse the employee for all reasonable losses associated with fire of the employee's belongings and working equipment at a camp site (provided appropriate receipts are provided) to a one time employee maximum of \$500.00. To qualify for the \$500.00 coverage an employee must submit a list of their personal effects, prior to becoming a resident of the camp, to their Employer.

- 17.2** On abnormally dirty maintenance, revamp and repair work, in which the employee's clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing at no cost to the employee for all employees covered by this Appendix.
- 17.3** The Employer will supply operationally required, hi-visibility clothing, safety glasses, face shields (grinding, bending and cutting) and all safety equipment as directed by the Manitoba Occupational Health and Safety Act.
- 17.4** The Employer shall supply all hand tools and equipment necessary to complete the job. Employees are required to furnish the following tools:
- a. Pliers
 - b. Wire reel
 - c. Wire cutters
 - d. Tape measure/ruler
 - e. Appropriate rigging belt to carry tools
 - f. Bolt Bag

Tools listed from a. to f. when broken on the job, not through employee negligence, shall be replaced by the Employer provided the broken tool is immediately provided to the Employer at that time.

APPENDIX NO. 3a

MJA

An employee may be deducted from their outstanding wages for cost of tools and equipment which the employee signed for and failed to return to the Employer. The parties agree that should an Ironworker employee be alleged to have negligently damaged any Employer supplied tools or equipment, the Employer will conduct an investigation and where appropriate may choose to apply reasonable discipline to the employee. The Employer may also contact the Union to advise of the result of the investigation and its findings as it *may* result in the application of the *Ironworkers' Standards of Excellence Document*.

- 17.5 In consideration of the mutual benefits likely to be obtained, safety meetings shall be held on all projects on a weekly basis or at any time deemed necessary for the purpose of improving the health and safety of employees.
- 17.6 If employees or the Union have specific sanitary concerns with respect to a job site where employees are working, these concerns will be immediately raised with the Employer. The Employer commits to addressing these concerns to the best of its abilities with the General Contractor/Project Manager.
- 17.7 The Employer shall supply work gloves which are seasonably temperature rated and job appropriate to their employees as operationally required.
- 17.8 The Employer will reimburse the employee for all reasonable losses associated with a fire or theft from a lunch room or job box, or theft of employee's working clothes and working equipment at the work site (provided appropriate receipts are provided).

The Employer will reimburse the employee for all reasonable losses associated with fire of the employees belongings and working equipment at a camp site (provided appropriate receipts are provided) to a one-time employee maximum of \$500.00. To qualify for the \$500.00 coverage an employee must submit a list of their personal effects, prior to becoming a resident of the camp, to their Employer

ARTICLE 18 – FIRST AID

- 18.1 The Employer shall comply with all provisions enacted by or under the Workers Compensation Board including the requirements to place First Aid Kits supplied on all job sites. Same to be inspected and kept fully supplied at all times by the Employer.

ARTICLE 19 – ADMINISTRATION OF AGREEMENT

- 19.1 In order that the terms and provisions of this Appendix be applied in a uniform and impartial manner the Union and the Employer agree that all Employers who are not members of the Ironworkers-Reinforcing 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 of Manitoba. Such contributions shall be directed to the Ironworker 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.

APPENDIX NO. 3a

MJA

The current C.L.R.A.M. fee is ten (10¢) cents per hour with a twenty (\$20.00) dollar minimum per month 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 \$0.10 per man 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 20th 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 20 – IMPACT CONTRIBUTIONS

- 20.1** The Employer shall contribute five eighths of one percent ($5/8$ of 1%) of the applicable hourly Journeyperson wage rate for each hour worked to the Ironworkers Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted Cooperative Trust Fund, of which the general purpose of this Trust includes the improvement and development of the Union ironworking industry through Education, Training, Communication, Cooperation and government lobbying and legislative initiatives. The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust Agreement policies and resolutions.

APPENDIX NO. 3a

MJA

SCHEDULE "A" – TOTAL WAGE PACKAGE

**REINFORCING STEEL
EFFECTIVE July 28, 2025 TO APRIL 30, 2026**

CLASSIFICATION	BASE RATE	VAC PAY & STAT PAY	H&W	PENSION	TRAINING	IMPACT	I.P.	TOTAL WAGE PACKAGE
Journeyperson Reinforcing Ironworker	\$40.57	\$4.26	\$2.25	\$6.38	\$0.40	\$0.25	\$0.10	\$54.21
General Foreperson	\$55.57	\$5.83	\$2.25	\$6.38	\$0.40	\$0.25	\$0.10	\$70.78
Foreperson (Foreperson +3)	\$45.57	\$4.78	\$2.25	\$6.38	\$0.40	\$0.25	\$0.10	\$59.73
Foreperson (Foreperson +4 or more)	\$48.07	\$5.05	\$2.25	\$6.38	\$0.40	\$0.25	\$0.10	\$62.50
<i>APPRENTICES</i>								
3rd Level (85% of JP Rate)	\$34.48	\$3.62	\$2.25	\$4.88	\$0.40	\$0.25	\$0.10	\$45.99
2nd Level (75% of JP Rate)	\$30.43	\$3.19	\$2.25	\$4.31	\$0.40	\$0.25	\$0.10	\$40.93
1st Level (65% of JP Rate)	\$26.37	\$2.77	\$2.25	\$3.73	\$0.40	\$0.25	\$0.10	\$35.87

APPENDIX NO. 3a

MJA

EFFECTIVE MAY 1, 2026 TO APRIL 30, 2027

CLASSIFICATION	BASE RATE	VAC PAY & STAT PAY	H&W	PENSION	TRAINING	IMPACT	I.P.	TOTAL WAGE PACKAGE
Journeyman Reinforcing Ironworker	\$41.57	\$4.36	\$2.45	\$6.49	\$0.45	\$0.26	\$0.10	\$55.68
General Foreperson	\$56.57	\$5.94	\$2.45	\$6.49	\$0.45	\$0.29	\$0.10	\$72.29
Foreperson (Foreperson +3)	\$46.57	\$4.89	\$2.45	\$6.49	\$0.45	\$0.29	\$0.10	\$61.24
Foreperson (Foreperson +4 or more)	\$49.07	\$5.15	\$2.45	\$6.49	\$0.45	\$0.29	\$0.10	\$64.00
<i>APPRENTICES</i>								
3rd Level (85% of JP Rate)	\$35.33	\$3.71	\$2.45	\$4.96	\$0.45	\$0.26	\$0.10	\$47.27
2nd Level (75% of JP Rate)	\$31.18	\$3.27	\$2.45	\$4.38	\$0.45	\$0.26	\$0.10	\$42.09
1st Level (65% of JP Rate)	\$27.02	\$2.84	\$2.45	\$3.80	\$0.45	\$0.26	\$0.10	\$36.91

APPENDIX NO. 3a

MJA

EFFECTIVE MAY 1, 2027 TO APRIL 30, 2028

CLASSIFICATION	BASE RATE	VAC PAY & STAT PAY	H&W	PENSION	TRAINING	IMPACT	I.P.	TOTAL WAGE PACKAGE
Journeyperson Reinforcing Ironworker	\$42.57	\$4.47	\$2.70	\$6.60	\$0.50	\$0.27	\$0.10	\$57.21
General Foreperson	\$57.57	\$6.04	\$2.70	\$6.60	\$0.50	\$0.27	\$0.10	\$73.78
Foreperson (Foreperson +3)	\$47.57	\$4.99	\$2.70	\$6.60	\$0.50	\$0.27	\$0.10	\$62.73
Foreperson (Foreperson +4 or more)	\$50.07	\$5.26	\$2.70	\$6.60	\$0.50	\$0.27	\$0.10	\$65.50
<i>APPRENTICES</i>								
3rd Level (85% of JP Rate)	\$36.18	\$3.80	\$2.70	\$5.05	\$0.50	\$0.27	\$0.10	\$48.60
2nd Level (75% of JP Rate)	\$31.93	\$3.35	\$2.70	\$4.46	\$0.50	\$0.27	\$0.10	\$43.30
1st Level (65% of JP Rate)	\$27.67	\$2.91	\$2.70	\$3.86	\$0.50	\$0.27	\$0.10	\$38.01

APPENDIX NO. 3b

MJA

APPENDIX NO. 3b – IRONWORKERS (ICI Structural Steel Division*)

**International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers
Local Union No. 728**

MANITOBA JOBS AGREEMENT (MJA)

ARTICLE 1 – DUES CHECK OFF

- 1.1** The Employer agrees to deduct and remit Union Dues and Field Dues, in the amount of 2.8% of the Journeyperson's total compensation package (base wage and vacation pay and holiday pay and Employer Pension contributions and Employer Health and Welfare and Employer Training Contributions), per hour worked and/or assessments voluntarily authorized by the employee in writing and shall deduct from the first pay period of each month sums for the monthly dues. Monthly dues, applicable field dues and assessment deductions, as may be notified in writing by the Union in accordance with the Local Union by-laws, shall be forwarded to the Financial Secretary-Treasurer of Local 728 on or before the 15th day of the month following the month during which such deductions are collected. The remittances shall be accompanied by a statement of the names of employees from whom the sums have been deducted and number of hours worked by the employee.
- 1.2** It will not be a violation of this Appendix if the supply of labour is withheld due to non-payment of check-off field dues assessment. If the Employer does not submit as required above, a penalty of 10% of the outstanding amount may be charged for any unpaid amount of contributions.

ARTICLE 2 – JOINT CONFERENCE COMMITTEE

- 2.1** In consideration of the mutual benefits likely to be obtained by way of a more harmonious relationship between the Employer and the Union a Joint Conference Committee shall be established.
- 2.2** This Committee shall consist of not more than three (3) members from each side. This Committee shall endeavour to meet once per year or at additional times as deemed necessary by either party to this Agreement, and shall be authorized to investigate, assess and recommend solutions to the various problems by job or by making permanent adjustments to this Appendix for the betterment of the industry.

* 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/Ironworkers Local 728 Structural Steel Division Collective Agreement.

APPENDIX NO. 3b

MJA

ARTICLE 3 – WAGE RATES

3.1 The classification and wage rates for employees covered by this Appendix shall be:

Journeyman Structural Ironworkers and Ironworker Welder Base Wage Rate

Effective pay period following Union ratification	May 1, 2026	May 1, 2027
\$44.26	\$45.26	\$46.26

3.2 **Forepersons**

A Foreperson will be paid not less than the following per hour amount more than the base hourly rate for Journeyperson Ironworkers:

When there are four (4) or fewer employees (including the Foreperson), the Foreperson will be paid at not less than five dollars (\$5.00) per hour for the duration of the Agreement.

For a five (5) employee crew and above (including the Foreperson), the Foreperson will be paid at not less than seven dollars and fifty cents (\$7.50) per hour for the duration of the Agreement.

When one (1) or two (2) employees are required to attend “service calls”, it shall be at the Employer’s discretion to appoint a Foreperson. If a Foreperson is not appointed there shall be an Employer representative available to deal with issues that are not directly related to the work to be done. In situations where the Employer has made arrangements that its employees are to report and take direction from the project’s Owner/Client, the Employer will ensure that its employees are made aware of who they are to report to.

3.3 **General Foreperson**

At the Employer’s discretion, should they choose to employ a General Foreperson, they will be paid not less than the base wage rate for Journeyperson Ironworker plus double the extra rate for Foreperson as indicated by Article 3.2 above.

3.4 **Apprentice Ironworker**

Apprentice Wage and Employer Pension Contribution: Apprentice Wage and Employer Pension contributions shall be based on the following per hour worked amounts:

APPENDIX NO. 3b

MJA

Apprentice Base Wage Rate

	Effective pay period following Union ratification	May 1, 2026	May 1, 2027
Level 3 Apprentice	\$37.62	\$38.48	\$39.33
Level 2 Apprentice	\$30.98	\$31.68	\$32.38
Level 1 Apprentice	\$26.56	\$27.16	\$27.76

Apprentice Pension Contribution by Employer

	Effective pay period following Union ratification	May 1, 2026	May 1, 2027
Level 3 Apprentice	\$5.59	\$5.67	\$5.75
Level 2 Apprentice	\$4.47	\$4.54	\$4.60
Level 1 Apprentice	\$3.73	\$3.79	\$3.84

ARTICLE 4 – VACATION AND VACATION PAY

- 4.1** Each employee shall receive an amount equal to ten point five percent (10.5%) of their gross earnings of which four point five percent (4.5%) shall be in lieu of paid statutory holidays. Each employee shall be entitled to four (4) weeks of annual vacation.
- 4.2** Vacation Pay Allowances shall be paid to employees 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 agree 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 that calendar year.

ARTICLE 5 – APPRENTICESHIP

- 5.1** The first year shall be considered as a probationary period for an Apprentice and the Employer shall, upon discussing this matter with the Local's Business Manager (or designate), have the right to terminate a probationary Apprentice's employment from that Company and such Employer decision shall not be grievable under Article 16 of the MJA.
- 5.2** At intervals of 1800 hours which will include hours worked and completion of in school training hours, each Apprentice's rate will be reviewed by the Union, and the Apprentice will be given increases, if their ability warrants, on the following basis:

APPENDIX NO. 3b

MJA

Apprentice Level	Hours
Level 1 Apprentice	0 - 1799 hours
Level 2 Apprentice	1800 - 3599 hours
Level 3 Apprentice	3600 - 5399 hours

- 5.3** If the Apprentice fails to apply themselves, seems unable or unwilling to adopt to trade conditions, or are otherwise found unsuited to the trade, they shall be notified by the Union of their findings and informed that they are being terminated from the membership of this Local Union.

ARTICLE 6 – HOURS OF WORK, OVERTIME & WORKING CONDITIONS

- 6.1** The schedule of hours of work, as set down in this Appendix shall not be considered as a guarantee of hours of work per day or per week.
- 6.2** The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday to Friday inclusive.
- 6.3** All such hours worked shall be classed as straight time and the eight (8) hour shift shall normally be performed between 8:00 a.m. and 5:00 p.m. (or normally be performed between 7:00 a.m. to 4:00 p.m.), but on projects where circumstances make it necessary, they shall be performed during any time of the day or night that may constitute a regular shift on that project.

It is agreed that a premium of three dollars and thirty cents (\$3.30) per hour will be paid for each straight time hour of a regular single shift that is worked between 10:00 p.m. and 6:00 a.m.

Should an employee be required to work a single overnight shift impeding their ability to accept the normal scheduled day shift work the following day, all wages for the period of that single overnight shift shall be paid at a rate of double time the straight-time rate.

- 6.4** One (1) hour in each workday shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between employees on the job and the Employer or its Representative.
- 6.5** Employees will be allowed time to gather and put away their working tools and equipment prior to quitting time.
- 6.6** The Employer may require employees to work overtime in excess of their regularly assigned hours and when overtime is to be worked first consideration will be given to members of Local 728.
- 6.7** **Overtime:** Wherever the term “overtime” is referenced within this Appendix, it shall be applied as follows:
- (a) Monday Through Friday:** The first two (2) hours of daily overtime, Monday through Friday, shall be paid for at the rate of time and one half. All time worked

APPENDIX NO. 3b

MJA

beyond the first two overtime hours shall then be paid for at the rate of double time for the remainder of the work shift.

- (b) **Saturday and/or Sunday:** Provided that an employee has worked all of the scheduled straight-time rate hours for the previous Monday to Friday work week, this employee shall then qualify for double-time overtime should this employee be required to work on the corresponding Saturday and/or Sunday.
- (c) **Exception:** Should an employee be required to work on the corresponding Saturday and/or Sunday and this employee has not worked all of the scheduled straight-time rate hours for the previous Monday to Friday work week, this employee shall first be paid at the regular straight time rate (for the scheduled Monday to Friday work hours not previously worked) and then shall receive double time (2x) the straight time rate of pay for the remaining hours worked on the Saturday and/or Sunday.

NOTE: This (c) Exception does not apply if the Monday through Friday scheduled straight-time hours were not worked due to bad weather work cancellation; work material shortage; Employer directed job-site interruption of work; or due to an employee receiving an authorized leave of absence from the Employer (i.e., sick absence with a Doctor's Medical Note or for a pre-arranged medical appointment where the Employer has been advised reasonably prior to the missed shift in question) and it is agreed that such leave of absence requests shall not be unreasonably denied. In these cases, this employee would be paid as per (b) above.

- 6.8 If any employees are recalled to a job without having had eight (8) hours rest, they shall be paid at double time rate of pay until such time as they have had the said eight (8) hours rest.
- 6.9 Employees eligible for reporting time, as set out in Article 18.2 of the MJA shall, in addition, be paid the regular board allowance for the day where so entitled pursuant to the terms of this Appendix.
- 6.10 When an employee has been notified prior to leaving their place of residence not to report for work, the four (4) hours reporting time in Article 18.2 of the MJA shall not apply.
- 6.11 If on any project work cannot proceed due to shortage of material or other reason within the control of the Employer, employees living away from home will either be returned home (i.e.) paid travel expense, travel time & subsistence allowance for travel day out and when requested to return to job site shall be paid same when returning to work) or at the option of the Employer and with the consent of the employees will be paid three (3) hours and subsistence if applicable for the days that the work is delayed.
- 6.12 An employee called out for work after they have completed their regular shift and have gone home shall be given not less than four (4) hours work, or if the work is not available, shall be paid for four (4) hours at the applicable overtime rate.

APPENDIX NO. 3b

MJA

- 6.13** An employee who is injured while working for the Employer and is sent home because of such injury shall receive pay up to the end of the shift in which they were injured. The Shop Steward will be allowed time to gather the injured employee's personal belongings as soon as possible after the accident and if the case warrants it the Foreperson shall designate someone to accompany the injured employee to the doctor or hospital without loss of time or pay.
- 6.14** The Employer may call employees out to unload or to do such work as may be necessary to protect property during inclement weather. The employee shall receive not less than three (3) hours pay at the appropriate rate (i.e. straight time or double time) for each time called out.
- 6.15** By mutual agreement between the Union and the Employer, a compressed work week of four – 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.

The daily work breaks of two (2) fifteen (15) minute breaks and one (1) thirty (30) minute meal break) will be extended by an additional five (5) minutes for each break respectfully in lieu of break after eight (8) hours.

All daily overtime hours worked on a compressed work week schedule beyond ten (10) hours per day shall be compensated at two (2) times the straight time rate of pay.

All overtime hours worked on a compressed work week schedule, beyond the regular four (4) day schedule of Monday to Friday (including an Article 9.1 General Holiday) shall be as follows:

- (a)** the first two (2) overtime hours at one and one-half times (1 1/2x) the straight time rate of pay.
- (b)** all subsequent overtime hours at 2 times (2x) the straight time rate of pay.

If overtime is required on a compressed work weekday (s), the overtime meal break, as per Article 8.2, will commence at the start of the overtime period.

For work within one hundred and four (104) kilometers of the Winnipeg Perimeter Highway, subsistence allowance for the compressed work week schedule shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week, as per Article 14.2(a).

For out of town work located between one hundred and four (104) kilometers and two hundred and twenty-five (225) kilometers of the Winnipeg Perimeter Highway, subsistence allowance for the compressed work week schedule shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week, as per Article 14.2(b).

APPENDIX NO. 3b

MJA

Work beyond two hundred and twenty-five (225) kilometers of the Winnipeg Perimeter Highway shall receive subsistence allowance per seven (7) day week as per Article 14.2(c).

In the event that any Holiday specified in Article 9.1 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. 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 day’s 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.

ARTICLE 7 – ADDITIONAL SHIFTS

- 7.1 A shift premium of three dollars (\$3.00) shall be paid for all hours worked on second and third shift operations. When overtime hours are being worked on a second or third shift, shift premium shall be applied as per the following per hour worked formula:

(base wage rate X applicable overtime premium) + \$3.00 shift premium

- 7.2 For the purpose of establishing the weekend shift premiums, double time will be paid on the second and third shifts between 8:00 a.m. on Saturday and 8:00 a.m. on Monday. A shift premium is not payable for overtime hours worked.

ARTICLE 8 – LUNCH BREAKS DURING OVERTIME HOURS

- 8.1 Employees shall not be required to work more than five (5) hours without a lunch period and shall have a lunch period after the completion of each additional five (5) hours thereafter.
- 8.2 Where work is scheduled to exceed ten (10) hours in the day, the Employer shall supply a hot meal at no cost to the employee after two (2) hours of overtime have been worked and again every four (4) hours thereafter without any loss of time. The employee shall be entitled to a thirty (30) minute overtime meal break. In the event the employee elects to not take a hot meal, the employee shall be paid twenty-five dollars (\$25.00) in lieu of the hot meal.

If two (2) or more hours of overtime are to be worked, a paid coffee break of fifteen (15) minutes shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with the overtime meal break.

APPENDIX NO. 3b

MJA

Where work is scheduled to be ten (10) hours per day, coffee breaks and the daily lunch break may be extended by five (5) minutes each in lieu of a break after eight (8) hours being worked, if mutually agreed to between the employees and the Employer.

ARTICLE 9 – STATUTORY HOLIDAYS

9.1 All time worked on recognized holidays, as set out in Article 19 of the MJA, shall be paid for at a rate of double time.

9.2 No work shall be performed on Labour Day and/or Truth and Reconciliation Day, except to save life or property.

Where the Canada Day holiday falls on a Tuesday, Wednesday or Thursday, the holiday is to be observed on the day which it falls.

9.3 When a recognized holiday, other than Remembrance Day, falls on a Saturday or Sunday, the next following regular working day shall be taken as an alternate day off. When two (2) recognized holidays fall on a Saturday and Sunday, the following Monday and Tuesday shall be taken off as alternate days.

An employee who is required to work on a recognized holiday or the alternate day(s), shall be paid at a rate of double time.

ARTICLE 10 – WELFARE TRUST FUND

10.1 An Employer, being signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Ironworkers (Manitoba) Local Union 728 Central Welfare Trust Fund dated the 15th day of October 1970 and all amendments thereto.

Effective July 28, 2025, the Employer shall contribute two dollars and twenty-five cents (**\$2.25**) for every hour worked by each employee covered by this Appendix.

Such contributions shall be forwarded to the Ironworkers (Manitoba) Local Union 728 Central Welfare Trust Fund by the 15th day of the month following the month in which the hours were worked.

10.2 It will not be a violation of this Appendix if the supply of labour is withheld due to non-payment of Welfare contributions by the Employer.

10.3 If any Employer shall fail to remit payments required to be made pursuant to the terms of this Appendix and as stipulated within the most current stated Ironworkers Central Health and Benefit Trust Fund (Manitoba) Trust Agreement, between the Union and the C.L.R.A.M. Structural Steel and Reinforcing Steel Trade Divisions, a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of contributions.

APPENDIX NO. 3b

MJA

ARTICLE 11 – PENSION TRUST FUND

- 11.1** An Employer, being a signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the trust agreement governing the Ironworkers (Manitoba) Local Union 728 Central Pension Trust Fund dated the 15th day of October 1970 and all amendments thereto.

Effective July 28, 2025 the Employer shall contribute seven dollars and forty-five cents **(\$7.45)** for every hour worked by each employee covered by this Appendix.

Such contributions shall be forwarded to the Ironworkers (Manitoba) Local Union 728 Central Pension Trust Fund by the 15th day of the month following the month in which the hours were worked.

- 11.2** It will not be a violation of this Appendix if the supply of labour is withheld due to non-payment of Pension contributions by the Employer.
- 11.3** If any Employer shall fail to remit payments required to be made pursuant to the terms of this Appendix and as stipulated within the most current stated Ironworkers Central Pension Trust Fund (Manitoba) Trust Agreement, between the Union and the C.L.R.A.M. Structural Steel and Reinforcing Steel Trade Divisions, a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of contributions.

ARTICLE 12 – IRONWORKERS TRADE IMPROVEMENT FUND

- 12.1** An Employer, being a signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Ironworkers Trade Improvement Fund (Manitoba) Trust Agreement dated the 15th day of October 1970 and all amendments thereto.

The Employer shall contribute the following or every hour worked by each employee covered by this Agreement:

Effective July 28, 2025 Forty cents **(\$0.40)** per hour worked

- 12.2** This fund will be administered by the Joint Trustees appointed by the Employers and the Union. The Employer shall, by the 15th day of the month following the month in which the hours were worked, mail such contributions to the Ironworkers Trade Improvement Fund (Manitoba).

Such monies will be used for the education of Apprentices, the testing of Welders and any purpose deemed necessary and advantageous for the Improvement of the Trade.

- 12.3** If any Employer shall fail to remit payments required to be made pursuant to the terms of this Appendix and as stipulated within the most current stated Ironworkers Trade Improvement Fund (Manitoba) Trust Agreement, between the Union and the C.L.R.A.M. Structural Steel and Reinforcing Steel Trade Divisions, a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of contributions.

APPENDIX NO. 3b

MJA

ARTICLE 13 – COMMUTING BEYOND PERIMETER (NO BOARD ZONE)

- 13.1** For the purpose of this Appendix any job site or project situated within an area of ninety (90) kilometres from the Winnipeg perimeter highway shall be considered a commuting site.
- 13.2** All traveling within the area bound by a thirty-two (32) kilometre zone beyond the Winnipeg perimeter highway will be free of all time and travel expenses.
- 13.3** Employees who are required to work outside the boundary of the Winnipeg Perimeter Highway and commute daily shall be paid sixty-five cents (65¢) per kilometre Traveling Time, plus a per kilometre Automobile Allowance paid in accordance with CRA* guidelines from the edge of the free zone to the job site and return trip.

NOTE: * The CRA kilometer rate for the 2025 calendar year is seventy-two cents (72¢) per kilometer for the first five thousand (5000) kilometers driven, it then reduces to sixty-six cents (66¢) for all kilometers driven thereafter.

- 13.4** All traveling time by ground transportation and allowances shall be based and rated on actual road kilometres to the project site by the shortest suitable numbered highway or road designated on the Manitoba Provincial Highways map.

No Travel Time or Car Allowance will be paid to employees who are hired on the job or who live (for minimum of three (3) months prior to the start date of the job in question) within a twenty (20) kilometre radius of the project site except on projects where there is a camp and where the work is so located that locally residing employees cannot live at home

- 13.5** When an employee accepts transportation provided by or arranged by the Employer, the employee shall be paid a travel time allowance of sixty-five cents (65¢) per kilometre beyond the free zone to the job site and back to the free zone daily.

ARTICLE 14 – TRANSPORTATION AND BOARD (BEYOND COMMUTING ZONE)

- 14.1** Employees sent to projects outside the Winnipeg Free Zone by the Employer and not paid commuting allowance as set forth in Article 13 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.

- 14.2** If, by arrangement with the Employer, the employee is allowed the option of arranging their own board and room in lieu of receiving board and room arranged by the Employer as set forth above, the employee shall receive a board and room expense refund on the following basis:

(a) Within One Hundred and Four (104) Kilometers:

On out of town work within one hundred and four (104) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee the lesser of commuting allowance and travel time or a minimum subsistence allowance per day worked as follows: **May 1, 2025 - \$105.00/day worked.**

APPENDIX NO. 3b

MJA

Employees working overtime of three (3) or more hours in more than two (2) consecutive shifts per week on work between eight (80) kilometers and one hundred and four (104) kilometers of the Winnipeg Perimeter Highways, will receive subsistence pay as per Article 14.2(b) for the days overtime is worked.

(b) Between One Hundred and Four (104) Kilometers and Two Hundred and Twenty-Five (225) Kilometers:

On out of town work located between one hundred and four (104) kilometers and two hundred and twenty-five (225) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance per day worked as follows: **May 1, 2025 - \$173.75/day worked.**

(c) Beyond Two Hundred and Twenty-Five (225) Kilometers:

On out of town work located beyond two hundred and twenty-five (225) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance per seven (7) day week as follows: **May 1, 2025 - \$200.75/ per seven day week.**

(d) Effective May 1, 2026 and yearly thereafter, the subsistence allowance described in Article 14.2(a) 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 and to be paid out from May 1, 2026.

Effective May 1, 2026, and yearly thereafter, the subsistence allowance described in Article 14.2(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 and to be paid out from May 1, 2026.

(e) Should an employee per Article 14.2(a) above be required to work overtime exceeding four (4) hours on the day prior to their scheduled days of rest, they will be eligible for subsistence allowance for an additional day.

(f) On projects where living costs exceed the subsistence allowance, or lodgings cannot be secured over scheduled days of rest without charge, the allowance will be adjusted to conform to local conditions (subject to appropriate receipts being provided by the employee if requested by the Employer). If a job site is closed during the week due to inclement weather, the employee shall still receive subsistence allowance for the day in question. The employee will receive additional subsistence for any further days if they cannot return to their home residence due to road closures.

(g) With respect to Article 14.2(a) & (b), it is agreed that in the event a holiday occurs during the work week, board and room shall be paid for that day provided the employee works the preceding working day of such holiday and the working day immediately following such holiday. Further, with respect to Article 14.2(a) & (b), if the "holiday" falls on the first or last day of the established calendar work week the employee shall not receive room and board for tat day, unless the employee works

APPENDIX NO. 3b

MJA

the scheduled work-day before and after the "holiday" and can provide to their Employer a hotel receipt for the holiday in question.

With respect to Article 14.2 (a), (b) & (c), 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 providing the Employer with a medical report from a doctor. If the employee is required to leave the job early or take part of the day off, they shall be paid board and room for that day provided permission is granted from the Employer.

14.3 Transportation and Board and Room – How Paid

Transportation and board and room expenses shall be paid to the employee consistent with their regular pay. If this presents a hardship for new hires, they shall, upon request, be entitled to a pay advance for the full value of expense owed on the first Friday of their employment.

14.4 For local hire employees, the thirty-two (32) kilometer free zone around their city or town shall not apply for vehicle allowance and travel time should they be required to commute to a job site beyond the thirty-two (32) kilometer free zone.

14.5 On projects outside the boundaries of any city or town and when the air temperature is - 25 degrees Celsius or colder, where care plus are not available, employees will be allowed 10 minutes immediately prior to their lunch break to start their vehicles.

ARTICLE 15 – PAYDAYS, LAYOFF, DISCHARGE AND EMPLOYEES QUITTING

15.1 The regular payday shall be once a week on such a day as agreed between the Employer and the Union. Wages shall be paid on Employer time during regular assigned hours by direct deposit or by cheque which will be negotiable without charge.

15.2 The Employer shall withhold (up to one (1) week) of wages to enable them to prepare the payroll.

15.3 The parties agree that should an Employer fail to comply with the provisions of this Article or Article 26 of the MJA, a fifty percent (50%) penalty may be invoked by the Union, provided the Union has discussed the issue with the Employer and upon failure to reach a resolve the Union shall notify the Employer by fax or Priority Post that this clause will be enacted as of the date of notification.

ARTICLE 16 – COFFEE TIME

16.1 It is agreed that all employees of the Employer covered by this Appendix will be permitted fifteen (15) minutes time both in the morning and afternoon to drink coffee or refreshments on the job during regular working hours and at the conclusion of eight (8) hours worked where ten (10) or more hours are worked in the day. It is, however, understood that this shall be done in such a manner as to not stop the normal operation of the job.

ARTICLE 17 – RIVETING

17.1 Riveting gangs shall be composed of not less than four (4) employees at all times.

APPENDIX NO. 3b

MJA

ARTICLE 18 – TOOLS AND SAFETY EQUIPMENT

- 18.1** The Employer will supply as operationally required, high-visibility clothing, safety glasses, face shields (grinding, torch-cutting) and all safety equipment as directed by the Manitoba Occupational Safety Act.
- 18.2** The Employer shall supply work gloves which are seasonably temperature rated and job appropriate to their employees as operationally required.
- 18.3** The Employer shall supply all hand tools and equipment necessary to complete the job.
- 18.4** Employees are required to furnish the following tools:
- a. crescent wrenches
 - b. 1 – 1/4 inch spud wrenches
 - c. bull pins
 - d. tape measure
 - e. bolt bag
 - f. 4lb hammer
 - g. appropriate rigging belt to carry tools

Tools listed from a. to g. when broken on the job, not through employee negligence, shall be replaced by the Employer provided the broken tool is immediately provided to the Employer at that time.

- 18.5** An employee may be deducted from their outstanding wages for costs of tools and equipment which the employee signed for and failed to return to the Employer. The parties agree that should an Ironworker employee be alleged to have negligently damaged any Employer supplied tools or equipment, the Employer will conduct an investigation and where appropriate may choose to apply reasonable discipline to the employee. The Employer may also contact the Union to advise of the result of the investigation and its findings as it *may* result in the application of the *Ironworkers' Standards of Excellence Document*.

ARTICLE 19 – DRINKING WATER AND CLOTHES ROOM

- 19.1** In consideration of the mutual benefits likely to be obtained, safety meetings shall be held on all projects on a weekly basis or at any time deemed necessary for the purpose of improving the health and safety of employees.
- 19.2** If employees or the Union have specific sanitary concerns with respect to a job site where employees are working, these concerns will be immediately raised with the Employer. The Employer commits to addressing these concerns to the best of its abilities with the General Contractor/Project Manager.

APPENDIX NO. 3b

MJA

ARTICLE 20 – CLOTHING PROVISIONS

- 20.1** The Employer will reimburse the employee for all reasonable losses associated with fire or theft from a lunch room or job box, or theft of the employee's working clothes and working equipment at the work site (provided appropriate receipts are provided).

The Employer will reimburse the employee for all reasonable losses associated with fire of the employee's belongings and working equipment at a camp site (provided appropriate receipts are provided) to a one-time employee maximum of \$500.00. To qualify for the \$500.00 coverage an employee must submit a list of their personal effects, prior to becoming a resident of the camp, to their Employer.

- 20.2** On abnormally dirty maintenance, revamp and repair work, in which the employee's clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing at no cost to the employee for all employees covered by this Appendix.
- 20.3** Where and when necessary, the Employer shall supply rain gear, rubber footwear or any other safety footwear that is required other than the regular CSA approved (Green Triangle) Safety Boots which the employee is required to supply. All supplied items will be returned to the Employer at the conclusion of the job in question and any non-returned items will be deducted from the employee's final pay cheque.

ARTICLE 21 – FIRST AID

- 21.1** The Employer shall comply with all provisions enacted by or under the Workers Compensation Board including the requirements to place First Aid Kits supplied on all job sites. Same to be inspected and kept fully supplied at all times by the Employer.

ARTICLE 22 – ADMINISTRATION OF AGREEMENT

- 22.1** In order that the terms and provisions of this Appendix be applied in a uniform and impartial manner the Union and the Employer agree that all Employers who are not members of the Ironworkers-Structural 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 of Manitoba. Such contributions shall be directed to the Ironworker Industry Promotion Fund which shall be administered by the parties benefit plan Administrator. The Local may endeavor to facilitate that the Employers will contribute the applicable amounts to the fund.
- 22.2** The current C.L.R.A.M. fee is ten cents (10¢) per hour with a twenty (\$20.00) dollar minimum per month 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 \$0.10 per man 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 20th day of each month following the month the hours were worked. All

APPENDIX NO. 3b

MJA

costs associated with the administration of these contributions shall be borne solely by the C.L.R.A.M.

ARTICLE 23 – IMPACT CONTRIBUTIONS

- 23.1** The Employer shall contribute five eighths one percent ($5/8$ of 1%) of the applicable hourly journeyperson wage rate for each hour worked to the Ironworkers Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted Cooperative Trust Fund, of which the general purpose of this Trust includes the improvement and development of the Union ironworking industry through Education, Training, Communication, Cooperation and government lobbying and legislative initiatives. The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust Agreement policies and resolutions.

ARTICLE 24 – STANDARD OF WORK AND LIMITATIONS

- 24.1** There shall be no limit on production of workpeople nor restriction on the full use of proper tools or equipment and there shall not be any task work or piecework.
- 24.2** A Journeyperson Structural Ironworker must be experienced in structural steel erection of all kinds including building, bridges, tanks, towers, etc., and must have a thorough working knowledge of all erection tools and equipment in their trade. They must be able to perform in a safe and workmanlike manner operations such as:
1. Assemble and reeve erecting cranes, travelers, guy and stiff leg derricks and move travelers, all under the general direction of a Foreperson.
 2. Hook on, climb, connect and signal the hoisting engineer.
 3. Erect scaffolds, fit and bolt joints in proper fashion preparatory to riveting and perform riveting operations.
 4. Carry out all the miscellaneous tasks which arise on erection jobs, such as tying knots, burning, drilling and reaming, etc.
- 24.3** A Journeyperson Ironworker Welder must possess a current all position Class “S” Ticket of the Canadian Standards Association W-47.1 Code (most current version). They must be able to adjust their welding machine and have a thorough working knowledge of all the tools and equipment of their trade. They must also be able to perform the following operations in a safe and workmanlike manner:
1. Climb.
 2. Tie the necessary knots and sling scaffolds for welding.
 3. Fit up work for welding.
 4. Understand welding symbols and procedures.
 5. Burn and chip

APPENDIX NO. 3b

MJA

SCHEDULE "A" TOTAL WAGE PACKAGE

STRUCTURAL STEEL
EFFECTIVE JULY 28, 2025 TO APRIL 30, 2026

CLASSIFICATION	BASE RATE	VAC PAY & STAT PAY	H&W	PENSION	TRAINING	IMPACT	I.P.	TOTAL WAGE PACKAGE
Journeyman Structural Ironworker	\$44.26	\$4.65	\$2.25	\$7.45	\$0.40	\$0.28	\$0.10	\$59.39
Journeyman Ironworker Welder	\$44.26	\$4.65	\$2.25	\$7.45	\$0.40	\$0.28	\$0.10	\$59.39
Foreperson (Foreperson +3)	\$49.26	\$5.17	\$2.25	\$7.45	\$0.40	\$0.28	\$0.10	\$64.91
Foreperson (Foreperson +4 or more)	\$51.76	\$5.43	\$2.25	\$7.45	\$0.40	\$0.28	\$0.10	\$67.67
General Foreperson	\$59.26	\$6.22	\$2.25	\$7.45	\$0.40	\$0.28	\$0.10	\$75.96
APPRENTICES								
3RD LEVEL (85% OF JP RATE)	\$37.62	\$3.95	\$2.25	\$5.59	\$0.40	\$0.28	\$0.10	\$50.19
2ND LEVEL (70% OF JP RATE)	\$30.98	\$3.25	\$2.25	\$4.47	\$0.40	\$0.28	\$0.10	\$41.74
1ST LEVEL (60% OF JP RATE)	\$26.56	\$2.79	\$2.25	\$3.73	\$0.40	\$0.28	\$0.10	\$36.10

APPENDIX NO. 3b

MJA

EFFECTIVE MAY 1, 2026 TO APRIL 30, 2027

CLASSIFICATION	BASE RATE	VAC PAY & STAT PAY	H&W	PENSION	TRAINING	IMPACT	I.P.	TOTAL WAGE PACKAGE
Journey person Structural Ironworker	\$45.26	\$4.75	\$2.45	\$7.56	\$0.45	\$0.28	\$0.10	\$60.85
Journey person Ironworker Welder	\$45.26	\$4.75	\$2.45	\$7.56	\$0.45	\$0.28	\$0.10	\$60.85
Foreperson (Foreperson +3)	\$50.26	\$5.28	\$2.45	\$7.56	\$0.45	\$0.28	\$0.10	\$66.38
Foreperson (Foreperson +4 or more)	\$52.76	\$5.54	\$2.45	\$7.56	\$0.45	\$0.28	\$0.10	\$69.14
General Foreperson	\$60.26	\$6.33	\$2.45	\$7.56	\$0.45	\$0.28	\$0.10	\$77.43
APPRENTICES								
3RD LEVEL (85% OF JP RATE)	\$38.48	\$4.04	\$2.45	\$5.67	\$0.45	\$0.28	\$0.10	\$51.47
2ND LEVEL (70% OF JP RATE)	\$31.68	\$3.33	\$2.45	\$4.54	\$0.45	\$0.28	\$0.10	\$42.83
1ST LEVEL (60% OF JP RATE)	\$27.16	\$2.85	\$2.45	\$3.79	\$0.45	\$0.28	\$0.10	\$37.08

APPENDIX NO. 3b**MJA****EFFECTIVE MAY 1, 2027 TO APRIL 30, 2028**

CLASSIFICATION	BASE RATE	VAC PAY & STAT PAY	H&W	PENSIO N	TRAININ G	IMPAC T	I.P.	TOTAL WAGE PACKAGE
Journey person Structural Ironworker	\$46.26	\$4.86	\$2.70	\$7.66	\$0.50	\$0.29	\$0.10	\$62.37
Journey person Ironworker Welder	\$46.26	\$4.86	\$2.70	\$7.66	\$0.50	\$0.29	\$0.10	\$62.37
Foreperson (Foreperson +3)	\$51.26	\$5.38	\$2.70	\$7.66	\$0.50	\$0.29	\$0.10	\$67.89
Foreperson (Foreperson +4 or more)	\$53.76	\$5.64	\$2.70	\$7.66	\$0.50	\$0.29	\$0.10	\$70.65
General Foreperson	\$61.26	\$6.43	\$2.70	\$7.66	\$0.50	\$0.29	\$0.10	\$78.94
APPRENTICES								
3RD LEVEL (85% OF JP RATE)	\$39.33	\$4.13	\$2.70	\$5.75	\$0.50	\$0.29	\$0.10	\$52.80
2ND LEVEL (70% OF JP RATE)	\$32.38	\$3.40	\$2.70	\$4.60	\$0.50	\$0.29	\$0.10	\$43.97
1ST LEVEL (60% OF JP RATE)	\$27.76	\$2.91	\$2.70	\$3.84	\$0.50	\$0.29	\$0.10	\$38.10

APPENDIX NO. 4a

MJA

APPENDIX NO. 4a – PLUMBING AND PIPEFITTERS (ICI Sprinkler Fitters*)

**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

- 1.1** Thirty-six (36) hours shall constitute the standard work week. Eight (8) hours shall constitute the standard day's work, with such eight hours being worked between 7:00 a.m. and 6:00 p.m. from Monday to Thursday inclusive, with four (4) hours constituting a day's work on Fridays with such four hours being worked between 7:00 a.m. and 12:00 noon.

With the mutual agreement of the Employer and the Union, a work week of alternately four – eight hour days, and five – eight hour days may be worked. By mutual agreement between the Employer and the Union four – nine hour days from Monday to Friday, or four – ten-hour days, Monday to Friday may be worked.

- 1.2** Where a reduced work week (less than 40 hours per week) has not been implemented by related building and construction trades, the Employer and the Business Manager of the Union may mutually agree to adopt a reduced work week in keeping with the hours worked by related trades but not less than 36 hours per week, or a 40 hour work week may be retained as follows:

Forty (40) hours shall constitute the standard work week. Eight (8) hours shall constitute a day's work with such eight hours being worked between 7:00 a.m. and 6:00 p.m. from Monday to Friday inclusive.

- 1.3** Where the Employer is bound by the terms of Article 7 - Transportation and Living Expenses or the employee is on service work, the standard work week shall be forty (40) hours as outlined in Article 1.2 above. This shall also apply to underground piping.

ARTICLE 2 – OVERTIME AND SHIFT WORK

- 2.1** All work executed in excess of eight (8) hours per day from Monday to Thursday inclusive, and in excess of four (4) hours on Fridays, as outlined in Article 1.1 above, shall be considered overtime.

Except whereby mutual agreement between the Employer and the Union, as outlined in Article 1.1 above, work in excess of four – nine hour days between Monday and Friday or four ten hour days between Monday and Friday has been mutually agreed to, shall be considered overtime and paid for at the overtime rate.

* 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 Canadian Automatic Sprinkler Association / UA Local 254 National Collective Agreement.

APPENDIX NO. 4a

MJA

- 2.2** All work executed in excess of eight (8) hours per day from Monday to Friday inclusive as outlined in Article 1.2 and pertains to Article 1.3 above, shall be considered overtime and paid for at the rate of time and a half for the first two consecutive hours of overtime per workday (9th and 10th hours) provided it's the project the employee started the workday on, and at the rate of double time, for all hours worked thereafter on same workday (i.e. 11th hour onwards).

Emergency Call-In: Employee shall be paid at the applicable OT rate for all travel and work performed.

- (a) If a work week other than thirty-six (36) hours per week or forty (40) hours per week is mutually agreed to be adopted as the Standard Work Week in accordance with Article 1.2 above, double time shall be paid for all hours worked Monday to Friday inclusive, in excess of the mutually agreed daily hours of work.

- 2.3** All work performed on Saturday, Sunday and the holidays as set out in Article 19.1 of the MJA, shall be paid for at the rate of double time plus any applicable shift premium.

Should any holiday fall on a Saturday or Sunday, the following Monday will be observed. No work shall be performed on Labour Day, except for the preservation of life or imminent danger of property. Should Christmas Day fall on a Saturday or Sunday, the following Monday and Tuesday will be observed.

When working a compressed work week and a holiday falls within that calendar week, the work week shall be reduced by one shift with the employee having the discretion to work the additional shift on the normal day off.

- 2.4** Established shift work may be performed at the option of the Employer, but when performed it must continue for a period on not less than three (3) consecutive work shifts in accordance with Article 1 – Hours of Work, excluding Saturdays, Sundays, or holidays as per Article 2.3 above. When an employee returns to the day shift, they must receive an eight-hour break with no loss of pay, as per Article 2.5.

- 2.5** The day shift shall work a regular eight (8) hours shift from Monday to Thursday and four (4) hours shift on Friday as outlined in Article 1.1 subject to Article 2.3 above. If other shifts are worked, such shifts shall be eight (8) hours from Monday to Thursday and four (4) hours on Friday, for which each employee shall receive pay for the hours worked plus fifteen (15) percent. Work in excess of eight (8) hours from Monday to Thursday and four (4) hours on Friday on other shifts shall be paid at overtime rates plus the shift premium rate in accordance with this Article.

If after the regular hours of work in any shift overtime is required, it shall be paid at double the straight time rate until the starting time of the next regular shift. If the employee continues to work before an eight-hour break occurs, they will be paid double time rates until such time as an eight-hour break occurs. If it should be necessary for an employee to report later than the normal shift starting time in order for them to get an eight-hour break, they shall be paid their regular straight time rate for that lost time from their normal shift.

APPENDIX NO. 4a

MJA

- 2.6** The day shift shall work a regular eight (8) hours as outlined in Article 1.2 and pertains to Article 1.3, subject to Article 2.3. If other shifts are worked, such shifts shall be eight (8) hours for which each employee shall receive pay for the hours worked plus fifteen (15) percent. Work in excess of eight (8) hours on other shifts shall be paid at overtime rates plus the shift premium rate, in accordance with this Article.
- (a) A premium of fifteen percent (15%) shall be paid for all work performed on shifts other than the day shift where a Standard Work Week other than thirty-six (36) hours or forty (40) hours per week has been adopted in accordance with Article 2.2.(a) and Article 1.2 above.
 - (b) Work executed in excess of the mutually agreed to daily hours of work (as applies at Article 2.2(a) and 1.2) on shifts other than the day shift shall be paid for at the overtime rates plus the fifteen percent (15%) shift premium.
- 2.7** Where a project is identified as a retrofit project, the fifteen percent (15%) shift premium shall be eliminated and up to a forty (40) hour work week (five eight (8) hour shifts or four ten (10) hour shifts) can be performed not to include the day shift. For the purposes of this Appendix retrofit shall mean the installation of fire protection system(s) in an existing building where none existed previously.
- 2.8** Meals on overtime - When an employee has not been notified the previous day they will be required to work for more than two hours beyond the normal quitting time of the shift, they shall be provided with a meal and allowed a twenty (20) minute paid break to consume the meal, immediately after the 10th hour. The above noted is not applicable to the first eight hours worked on Saturday and Sundays. Upon submittal of receipt, the Employer shall reimburse the employee for the cost of the meal after the completion of their shift.

ARTICLE 3 – WAGES

- 3.1** Wage changes shall be implemented on the start of the closest pay period (Sunday) to May 1st of each year.

All references to remuneration contained within this Appendix shall include full package.

All articles contained in this Appendix, are referenced to time earned (time earned is referring to compensation including all wage schedule deductions, to be paid as time earned per applicable straight and or overtime rate).

The total package to be paid to all journeypersons when working in the established free zone limits or in cities where their homes are established shall be as follows:

<u>Province</u>	<u>May 1, 2025</u>	<u>May 1, 2026</u>	<u>May 1, 2027</u>
Manitoba	65.39	67.35	69.37

- 3.2** The selection and appointment of forepersons is the sole responsibility of the Employer, and the Union shall not interfere in any way in the selection of forepersons. The foreperson

APPENDIX NO. 4a

MJA

shall be journeyperson members of the Union. Where there are five (5) people employed on a specific project to a maximum of fifteen, one journeyperson shall be designated as a foreperson. The maximum number of people under one foreman shall not exceed fifteen. The wage rate for foreperson shall be fourteen (14) percent over the applicable journeyperson's hourly rate of pay.

- 3.3** Lead Hand rate of pay, effective May 1, 2008, and this rate shall be payable to the journeyperson who is designated as the employee responsible for the crew and its activities and where the crew is comprised of four (4) employees but less than five (5) employees on a specific project and the rate shall be an additional 10%. It is further agreed and understood that the Lead Hand rate of pay will not be paid when the forepersons' rate of pay is in effect on that job.

- 3.4** Employee who is "designated" on call shall receive three (3) hours of straight time pay of total package for each week that they are on call, if no call is received. If a call is attended to then the employee will receive two (2) hours of straight on call time pay of total package.

- 3.5** Apprentices shall be paid a progressively increasing rate of wages based on the following schedule:

The first three (3) cumulative months of employment shall be a probationary period, during which 50% of a journeyperson's applicable wage rate will apply without the pension benefit payment.

After successful completion of the probationary period (3 months), 50% of the journeyperson's applicable wage rate will apply, and full pension benefits will be remitted on the employee's behalf.

After successful completion of the first year's Apprentice Period, 60% of the journeyperson's applicable wage rate will apply, and full pension benefits will be remitted on the employee's behalf.

After successful completion of the second year's Apprentice Period, 70% of the journeyperson's applicable wage rate will apply, and full pension benefits will be remitted on the employee's behalf.

After successful completion of the third year's Apprentice Period, 80% of the journeyperson's applicable wage rate will apply, and full pension benefits will be remitted on the employee's behalf.

After successful completion of the fourth year's Apprentice Period, full Journeyperson's rate of pay will apply after obtaining Journeyperson status.

- 3.6** The apprentice shall be paid the applicable increase from the anniversary date of their employment in the industry. The increase shall be contingent upon successful completion of their apprenticeship period. The anniversary date of their employment shall be the first day they are dispatched from the Union Hall. The apprenticeship period shall be defined as 1,800 hours.

APPENDIX NO. 4a

MJA

- 3.7** An apprentice must write and pass applicable Provincial Examination before being given journeyperson rate.

ARTICLE 4 – HOLIDAY AND VACATION PAY

- 4.1** The Holiday (vacation) pay shall be paid at the rate of 6% of the gross hourly pay earned out of total package. The Statutory Holiday pay shall be paid at the rate of 6% of the gross hourly pay earned out of total package to cover Statutory Holidays.
- 4.2** Gross earnings shall not include contributions to funds. The 6% Holiday (vacation) pay, and 6% Statutory Holiday pay will be included in an employee's weekly wages, with income tax deducted weekly.
- 4.3** The members of the Union should cooperate with Employers in arranging their vacations previous to the vacation period.

ARTICLE 5 – FREE ZONE LIMITS

- 5.1** For the purpose of defining travel time, travel expenses and living expenses in this Appendix, the following free zone limits shall apply, "Free Zones are also applicable when the Employee's place of residence and the job site where they are dispatched to work are both located within a 25-kilometer radius of the City Hall for that City or Town":
- (a) The free zone limit for Winnipeg shall be inside Perimeter Highway.
 - (b) The city limits, other than Winnipeg, where the shop of the Employer is established, and employees are dispatched.

ARTICLE 6 – DAILY TRAVEL

- 6.1** The Canadian Automatic Sprinkler Association (CASA) and the Union shall examine, during January of each year, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expense for employers. Such information normally establishes a maximum rate for the first 5000 km and a lower rate for additional km's. CASA and the Union shall determine a rate that is midway between those two rates. The above vehicle allowance rates shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by CASA and the Union.

Effective **May 1, 2025**, the applicable vehicle allowance shall be **.70** cents

- 6.2** When travelling job to job during regular working hours, on the instructions of the Employer, within or outside the free zone limits, expenses shall be paid at the rate established between CASA and the Union in 6.1 per kilometer plus time required to travel.
- 6.3** When projects are located outside a city, town, or village and are on a subsistence basis and employees are required to travel to and from the project, the employees shall receive the rate established between CASA and the Union in 6.1 per kilometer to and from the project. This allowance shall be based on the shortest normally travelled route, from the project to the nearest suitable accommodation where the employee(s) can be domiciled.

APPENDIX NO. 4a

MJA

- 6.4** When employees are required by the employer to travel to jobs where no free parking exists, within walking distance, parking expenses will be reimbursed at lowest possible rates with the provision of original receipt.
- 6.5** No mileage is payable to employees travelling in employer-supplied transportation, but time shall be paid outside the free zone while in employer-supplied transportation.

ARTICLE 7 – TRANSPORTATION AND LIVING EXPENSES

- 7.1** When employees are required by the Employer to travel to a job up to two hundred (200) road kilometers outside the free zone limits where they cannot return home daily, the Employer shall pay living expenses May 1, 2025 - \$178.00 for each day worked. On jobs located over two hundred (200) road kilometers outside the free zone limits, expenses shall be paid on the basis of seven days per week. Excepting when the employees must stay in a camp then expenses will be paid on the basis of seven (7) days per week.

In areas where room and board cannot be obtained for these amounts, whether the job is located more or less than two hundred (200) road kilometers outside the free zone limits, the Employer will compensate employees for expenses after receipts have been submitted.

- 7.2** In areas where room and board cannot be obtained for this amount, then the Employer will compensate employees for expenses after receipts have been submitted.
- 7.3** By mutual agreement between the Union and the Employer, the Employer may provide suitable room and board at their expense in lieu of daily living expenses.
- 7.4** If a statutory holiday, as per 2.3 occurs during any week, the employee will be paid normal expenses for the holiday provided they have worked the normal workdays preceding and following such holiday.
- 7.5** Plane fare, expenses, and travel time from the free zone limits to the job and return shall be paid by the Employer. Travelling time pay shall be on actual hours of travel to a maximum of twelve (12) hours in a twenty – four (24) hour period and shall be paid at the applicable straight time hourly rate. If the employee is required to provide their own transportation, they shall be paid expenses on a basis of the rate established between the CASA and the Union (see 6.1) per kilometer plus time required to travel.
- 7.6** If the employee leaves their job before it is completed and without consent of the Employer, return travel shall be at their own time and expense.
- 7.7** In the event a project is located more than a 300-kilometer radius from the city centre, or in areas inaccessible by automobile or where the project is more than 300 kms from the workers domicile, the Employer agrees the worker will be allowed a trip home for each 21-calendar day's employment, for a maximum period of seven (7) days per trip, throughout the duration of the project.

If such employee fails to report back to work by the seventh (7th) day, they shall be considered as terminated. Such return trips shall be at the Employer's expense for equivalent transportation expenses at plane fare or cents per kilometer only, whichever is

APPENDIX NO. 4a

MJA

applicable. It is further understood and agreed that the above-described trips be on a rotation basis and at no time more than 25% of the working force shall be on such home leave. In areas where room and board cannot be obtained as per Article 7.1 or should adjustment be required, a mutual agreement between the Business Manager and / or appointed representative and Employer is required prior to the job commencing.

ARTICLE 8 – PAY DAY

- 8.1** Pay day shall be once a week. The employees are to be paid at the option of the Employer in cash or negotiable payroll cheque or Direct Bank Deposit before the end of the shift. The payroll period each week shall end on Saturday at midnight to coincide with an insurable week for E.I. purposes. "If an employee is not paid within the described period, the employer will pay the employee an eight (8) hour penalty per day.

This penalty shall be at the regular rate of pay and paid in addition to hours worked until the employee receives pay for work done in the standard work week."

Pay for work done in a standard work week, or at the completion of a five-day consecutive shift work week, shall be due and payable before the end of the shift not more than seven days after the end of that week. "If paid by cheque or direct deposit, the cheque or pay stub shall not be distributed later than six (6) days via electronic document or paper stubs at the employee's choice.

If pays are not forthcoming as prescribed above, the Employer upon request will make provision to advance monies.

- 8.2** All deductions and contributions, such as Employment Insurance, Income Taxes, Union Dues, Pension, Hours of Labour, Hourly Rate, Welfare and Joint Training shall be shown clearly on a separate statement with the employees pay.
- 8.3** If an employee is laid-off, all accrued wages shall be paid within two working days of termination of employment either in person or by certified mail postmarked within two working days of termination of employment, to the address on record. Such pay shall be accompanied by the Record of Employment slip, and apprentice record where applicable.
- 8.4** If an employee is fired or quits all accrued wages shall be paid on the next pay cycle either in person, direct deposit or by certified mail postmarked on the normal payday for that pay cycle and sent to the address on record. Such pay shall be accompanied by the employee's record of employment slip and apprentice record where applicable.
- 8.5** Should such employee not be paid in accordance with 8.3 they shall be paid at their regular rate of pay while waiting to be paid.

ARTICLE 9 – UNION DUES CHECK-OFF

- 9.1** The Employer shall, as a condition of employment, deduct union dues from the pay of all employees as required by this Appendix and the MJA. Integrated online reporting of remittances by April 30, 2023.

APPENDIX NO. 4a

MJA

- 9.2** All union dues shall be deducted from the employees first pay of each month and shall be remitted to the Secretary/Treasurer of the Union, by the 15th of the month following, with a list of names and Social Insurance Numbers of employees for whom dues have been deducted, together with a cheque covering the amount so deducted. Contractors whom have no hours to report under this Appendix are required to file a “Nil Report” declaring no hours to report.
- 9.3** Employers who fail to remit dues or contributions to trust funds, within time limits set forth in this Appendix will have their employees removed from the jobsite fourteen (14) days after the due date. This clause will not be deemed a violation of the Agreement.
- 9.4** The Employer agrees to pay the amounts listed hereunder, as related to fund(s) set up by the Union, on an hours earned basis for all employees covered by this Appendix, with such hours accumulating for a one-month period and being submitted to the Union before the 15th of the month following, along with a list of employees names and Social Insurance Numbers and a cheque covering the hours so listed. The Employer will remit one lump sum as well as a statement of hours earned. The Union will allocate the funds as deemed necessary. This includes the \$0.10 National Organizing Fund contribution for all hours earned. As articulated in the wage schedules.

Local Union	<u>May 1, 2025</u>	<u>May 1, 2026</u>	<u>May 1, 2027</u>
Manitoba – Local 254	1.23	1.23	1.23

- 9.5** Should the Union decide to reallocate monies from wages to other funds, after the signing of the Agreement and prior to the expiry of the Agreement, such reallocation of monies shall be allowed twice annually, only on May 1st and November 1st.
- 9.6** The wage schedule for the Union is attached as Schedule A to this Appendix.

ARTICLE 10 – UNION INDUSTRY FUNDS

- 10.1** Each contractor shall remit five (\$0.05) cents per hour earned to the United Association Industry Enhancement Fund. Out of the package.
- 10.2** Each contractor shall remit five (\$0.05) cents per hour earned to UA Canada’s Health and Wellness Program. Out of the package.
- 10.3** Each contractor shall remit one (\$0.01) cent per hour earned to the Canadian Building Trades. Out of the package.
- 10.4** Each contractor shall remit one (\$0.01) cent per hour earned to the United Association’s “Political Action Committee” fund (P.A.C.). Out of the package.
- 10.5** Each employer shall remit five (\$0.05) cents per hour earned to the UA Canada’s “Sprinkler Administration” fund. Out of the package.
- 10.6** Such funds shall accumulate for a one-month period and be submitted to the administration office before the fifteenth of the month following, along with a list of

APPENDIX NO. 4a

MJA

employee's names and Social Insurance Numbers and a cheque covering the hours so listed.

10.7 Integrated online reporting of remittances by April 30, 2023.

ARTICLE 11 – NATIONAL SPRINKLER INDUSTRY JOINT TRAINING AND APPRENTICESHIP COMMITTEE

11.1 All probationary apprentices, upon securing employment within the industry, shall be issued a referral/dispatch slip by the Union for a probationary period of three (3) months. This probationary period will be registered by the Union and recognized nationally by all parties to this Agreement.

11.2 In order to ensure the Sprinkler Fitting Industry of an adequate supply of qualified journeypersons and apprentices, a National Joint Training and Apprenticeship Committee of Canada has been established.

11.3 The National Joint Training and Apprenticeship Committee shall establish Apprenticeship Training Standards which will become part of this Appendix.

11.4 The selection of Apprentices prior to employment shall be the full responsibility of the Union or the Employer subject to the hiring procedures in the MJA.

11.5 All apprentices as a condition of employment agree to accept the course of training, either by school or correspondence, provided by the National Joint Training and Apprenticeship Committee.

11.6 All apprentices shall be governed by rules and regulations established by the National Joint Training and Apprenticeship Committee.

11.7 Safety Courses to include the following: Shall be paid by the National Sprinkler Industry Joint Training and Apprenticeship Fund. (Article 12)

- (a) First Aid
- (b) Orientation (Level 1 training)
- (c) Propane
- (d) Confined Space Awareness
- (e) WHMIS
- (f) Fall Arrest
- (g) Lifts (JLG Generic module)

11.8 Time spent by an employee in training that is required by the Employer or by law is counted as work time. Time spent in training that is not required by the Employer or by law in order for an employee to do their job is not counted as work time.

ARTICLE 12 – NATIONAL SPRINKLER INDUSTRY JOINT TRAINING AND APPRENTICESHIP FUND

12.1 Each Employer shall pay to the National Sprinkler Industry Joint Training and Apprenticeship Fund, ten (\$0.10) cents per hour for all hours earned by all employees

APPENDIX NO. 4a

MJA

covered by this Appendix, in addition the Employer will pay into the National Training Fund the amount of \$0.13 per hour earned for courses as outlined in Article 11.7. As articulated in the wage schedules.

- 12.2** An additional five (\$0.05) cents will come out of the wage package for all hours earned to the National Sprinkler Industry Joint Training and Apprenticeship Fund. For a total of twenty-eight (\$0.28) cents for training. As articulated in the wage schedules.
- 12.3** Where not already established the Union will establish a local Sprinkler Training Fund to be funded out of the package.
- 12.4** Such training fund hours shall accumulate for a one-month period and be submitted to the administration office before the fifteenth of the month following, along with a list of employee's names and Social Insurance Numbers and a cheque covering the hours so listed.
- 12.5** Integrated online reporting of remittances by April 30, 2023.

ARTICLE 13 – INSURANCE FUND

- 13.1** Each Employer shall pay on an hour earned basis, rates as noted below, for all employees covered by this Appendix into the Local Health and Welfare Fund:

<u>Province</u>	<u>May 1/25</u>	<u>May 1/26</u>	<u>May 1/27</u>
Manitoba	2.04	2.19	2.34

- 13.2** Such welfare hours shall accumulate for a one-month period and be submitted to the administration office before the fifteenth of the month following, along with a list of employee's names and Social Insurance Numbers and a cheque covering the hours so listed.
- 13.3** If the rates as noted in 13.1 above for contributions into the Local Health and Welfare fund are adjusted by the fund's Trustees, any difference (plus or minus) shall be reflected in the wage rate. Any such adjustment shall be made in the month following the adjustment date. Such adjustments to be established in accordance with Article 9.5.
- 13.4** Canadian Model for Drug and Alcohol Program, the parties to this Agreement agree that when a provincial drug and alcohol program is established they will each contribute up to \$0.05 cents per hour. As articulated in the wage schedules.
- 13.5** The parties to this Agreement agree two (\$0.02) cents to H2H (Helmets to Hard Hats). One (\$0.01) cent contributed by the Employer and one (\$0.01) cent from the employee's wage package. As articulated in the wage schedules.
- 13.6** Integrated online reporting of remittances by April 30, 2023.

APPENDIX NO. 4a

MJA

ARTICLE 14 – SPRINKLER INDUSTRY PENSION

- 14.1** The established pension plan will continue on a joint participation and contribution basis by the Employer and the employees, with employees contributing five (\$0.05) cents per hour earned, and the Employer contributing on an hours earned basis, rates as noted below, for all employees covered by this Appendix. Such pension fund hours shall accumulate for a one month period and be submitted to the administration office before the fifteenth (15th) of the month following, along with a list of employees names and Social Insurance Numbers and a cheque covering the hours so listed. Five (\$0.05) cent employee contribution to be shown on T-4's. If the pension plan is prohibited by law from accepting any contributions required by the terms of this Appendix on account of employees that are in receipt of a monthly pension from the pension plan, an amount equal to such contributions shall be paid by the Employer to that employee as additional wages.

Province	<u>May 1/25</u>	<u>May 1/26</u>	<u>May 1/27</u>
Manitoba	8.20	8.35	8.50

- 14.2** All employees covered by this plan must become members and continue membership in the Union.

ARTICLE 15 – LABOUR SERVICE FEE AND ASSOCIATION INDUSTRY FUND

- 15.1** All Employers signatory to this Agreement shall be assessed a Labour Service Fee of four (\$0.04) cents per man-hour earned payable to the Canadian Automatic Sprinkler Association.
- 15.2** All Employers bound by this Agreement shall contribute twenty-one (\$0.21) cents per man-hour earned to the Association Industry Fund. The Association Industry Fund shall be administered by the Board of Directors of the Canadian Automatic Sprinkler Association.
- 15.3** Such Labour Service Fee and Association Industry Fund hours shall accumulate for a one-month period and be submitted to Global Benefit Plan Consultants Inc. before the fifteenth (15th) of the month following, along with a list of employee's names and Social Insurance Numbers and a cheque covering the hours so listed.
- 15.4** Integrated online reporting of remittances by April 30, 2023.
- 15.5** The Canadian Automatic Sprinkler Association reserves the right to increase this Article fees and fund by \$0.03 cents per man hour earned.

ARTICLE 16 – TOOLS

- 16.1** With the exception of tape measure, 8" level, and 8" wrench, the Employer shall furnish all tools and equipment, including compulsory safety equipment and the employees shall see that all tools, equipment and materials are put in their proper places and that chests or lockers are left in a place as safe from theft or damage as possible.

APPENDIX NO. 4a

MJA

Job specific safety equipment or clothing, including raingear that exceeds Provincial standards (i.e.: Metatarsal footwear) shall be supplied by the Employer.

ARTICLE 17 – WORKING CONDITIONS

- 17.1** Employees shall be permitted once during each half shift to drink coffee at their station or work. The parties agree there shall not be abuses in respect to time taken for coffee breaks.
- 17.2** If suitable washroom facilities/wash up facilities and hand cleaner are not available to employees, and upon Employer validation, no employee will be penalized for leaving the jobsite in the case of necessity. In saying so, if an offsite option is exercised, the employee shall do so in a manner that is both reasonable and expeditious.

ARTICLE 18 – SUPERVISION

- 18.1** Orders to the employees shall be relayed starting at the highest chain of command on the job, down through the next highest supervisory position, until the worker's immediate foreperson, or lead hand has given direction to their crew.

ARTICLE 19 – DEFAULT OF PAYMENT

19.1

- (a) If any Employer shall default in remitting payments required to be made to funds pursuant to the terms of this Appendix, and default shall continue for ten (10) days or more, the Employer shall pay to the applicable Trust Fund as liquidated damages and not as a penalty, an amount equal to 10% of the arrears for each month or part thereof in which the Employer is in default. The failure to pay each month shall constitute a separate offense and shall subject the Employer to the 10% payment. Thereafter interest shall run at the rate of 2% per month on any unpaid arrears, including liquidated damages.
- (b) Where an employee performs work that would require the Employer to contribute hourly contributions of the Trust Funds set out in the Appendix, at such an hourly contribution rate as may from time to time be applicable, then the Employer shall and shall be deemed to have kept such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in trust on behalf of the employees until the employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf employees have performed work entitling them to receive contributions to the fund(s) and such shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money from the assets of the estate.
- (c) Following notification by the Business Manager, and at the discretion of the Trustees of the Health & Welfare and/or Pension Funds, Employers' delinquent 60

APPENDIX NO. 4a

MJA

or more days will be imposed with a "Security Bond" equal to, two months' total contributions to all Funds included in the Appendix, based on their average last 12 months.

The foregoing "Default of Payment Clause" shall apply to any and all funds covered under this Appendix.

ARTICLE 20 – BEREAVEMENT LEAVE AND PAY

20.1 An apprentice or journeyman employee shall be granted up to three (3) paid days of bereavement leave, Monday to Friday, in the event of the death of an immediate family member. "Immediate family" includes the employee's spouse (husband, wife, common-law, or same-sex partner), parents (biological, adoptive, or step-parents), children (biological, adopted, or stepchildren), siblings (including step and half-siblings), grandparents (biological, adoptive, or step-grandparents), grandchildren (biological, adopted, or step-grandchildren), and in-laws (mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law).

Such possible day or days' leave of absence shall be between the day of death and the day of interment or celebration of life. If this Article is less than applicable Provincial Legislation, the Provincial Legislation shall apply.

ARTICLE 21 – DEFINITION OF SHOP

21.1 "A "Shop" (Company's place of business) shall be defined as:

- (a) Primary Shop which is the Company's Main Shop, shall be legitimate places of business, registered with the Union and employees are dispatched from, to the project employees will be dispatched to work at.
- (b) Branch, Secondary or Satellite Shops other than the Company's main shop shall be legitimate places of business registered with the Union Office for a minimum period of one (1) year to conduct business by "that" Contractor prior to the dispatch of employees to the project employees will be dispatched to work at, subject to the approval of Exhibit "A" Labour and Management Cooperation Committee.

SCHEDULE (A) – Wage Schedules

Note: Union Funds above include Employer Contribution

APPENDIX NO. 4a

MJA

Road Agreement	Issued	Revised	1 of 2
Local 254	01-May-25		

Employee Contribution	2024	2025	2026	2027
Base (100%)	46.51	47.93	49.41	50.95
12% Vacation Pay	5.58	5.75	5.93	6.11
Pension	8.05	8.20	8.35	8.50
Health & Welfare *	1.89	2.04	2.19	2.34
Health & Safety Training	0.00	0.00	0.00	0.00
Local Building Fund	0.64	0.64	0.64	0.64
Local Industry Promotion & Org.	0.10	0.10	0.10	0.10
Local Industry Promotion Fund	0.15	0.15	0.15	0.15
Remittance Administration		0.01	0.01	0.01
National Sprinkler JTAC	0.05	0.05	0.05	0.05
UA Industry Enhancement	0.05	0.05	0.05	0.05
UA MAP Program	0.05	0.05	0.05	0.05
UA National Organizing Fund	0.10	0.10	0.10	0.10
UA P.A.C. Fund	0.01	0.01	0.01	0.01
UA Sprinkler Admin. Fund	0.05	0.05	0.05	0.05
Building Trades	0.01	0.01	0.01	0.01
Helmets to Hardhats	0.01	0.01	0.01	0.01
*National Sprinkler JTAC	0.10	0.10	0.10	0.10
*Helmets to Hardhats	0.01	0.01	0.01	0.01
*Health & Safety Training	0.13	0.13	0.13	0.13
Total including Employer Contrib.	63.49	65.39	67.35	69.37
* Employer Contribution				

Increase	Year 2025	Year 2026	Year 2027
	\$ 1.90 per hour	\$ 1.96 per hour	\$ 2.02 per hour

**Does not include employer remittances under Article 15 - Labour Service Fee and Association Industry Fund)

APPENDIX NO. 7a

MJA

APPENDIX NO. 7b – LABOURERS (ICI*)

The Construction & Specialized Workers' Union Local 1258

MANITOBA JOBS AGREEMENT (MJA)

ARTICLE 1 – HOURS OF WORK AND OVERTIME

- 1.1** Nothing contained herein shall be construed as a guarantee by the Employer of the daily or weekly hours of work.
- (a)** Eight hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Appendix.
 - (b)** Except as otherwise herein expressly provided:
 - (i)** If more than the recognized daily hours are worked in any one shift, then such additional hours shall be paid for at the rate of time and one-half ($1\frac{1}{2}x$) the regular straight time hourly rate to a maximum of ten (10) hours, all hours worked after ten (10) hours shall be paid at double time (2x) the straight time hourly rate for all subsequent overtime hours on that shift. On Saturdays the rate of pay shall be at the rate of time and one-half ($1\frac{1}{2}x$) the regular straight time hourly rate, unless modified by Article 1.1 (d) or (e). If an employee works more than ten (10) hours on a Saturday, they shall receive double time (2x) the straight time rate for all subsequent overtime hours on that shift.
 - (ii)** Work done Sunday or on the Holidays specified in Article 5 of this Appendix shall be paid for at double (2x) the regular straight time hourly rate.
 - (iii)** All hours of work performed in excess of the regular work day shall be considered overtime until a break of at least eight (8) hours occurs. Notwithstanding the foregoing, all hours of work performed on Sundays and statutory holidays (or days observed in lieu thereof), shall be considered at the overtime rate.
 - (c)** The regular workday shall normally be worked from 8:00 a.m. to 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected employees, the hours during which a regular work day may be worked can be deviated from, by a maximum of two (2) hours before the regular 8:00 a.m. starting time and one (1) hour after the regular 8:00 a.m. starting time.

* 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 / Construction & Specialized Workers' Union Local 1258, Labourers & Masonry Labourers Trade Division Collective Agreement.

APPENDIX NO. 7a

MJA

- (d) To allow for flexibility where necessary, up to forty (40) hours may be worked in any six (6) days Monday to Saturday, at regular rate, with notification to the Union Office, and with the employee's consent. A maximum of ten (10) hours per day at regular rate is allowable.
 - (e) Notwithstanding Article 1.1(b) above, if a complete day's work is lost Monday to Friday for reasons such as inclement weather, on Major Building Construction Projects then eight (8) hours may be worked at the option of the employee on Saturday at straight time rates, provided the Employer consults with the Local Union's Business Manager.
- 1.2 Conditions applicable to all work within the Winnipeg eighty-five (85) kilometer zone, Major Building Projects (as defined in the Construction Industry Wages Schedule), The Town of The Pas, the area north of the 54th degree of north latitude or as covered by the Greater Winnipeg and Major Building Construction Wage Schedule as promulgated under the Construction Industry Wages Act, plus The City of Brandon, including Shilo military base, and The City of Portage la Prairie.
- 1.3 Conditions applicable to work done on all projects not detailed as falling within the scope of Article 1.2 above.
 - (a) In rural areas where transportation, travel time and board and room are paid the daily hours of work shall be:

Monday to Thursday inclusive - nine (9) hours per day;
Friday - eight (8) hours per day.
 - (b) Notwithstanding Article 1.3(a) if a majority of the affected employees agree then up to ten (10) hours per day can be worked Monday to Friday at straight time provided that no employee shall work in excess of forty (40) hours in any one (1) week at straight time.
 - (c) Notwithstanding Article 1.3(a) and (b) and (d) below, if a complete day's work is lost Monday to Friday for reasons such as inclement weather then eight (8) hours may be worked at the option of the employee on Saturday at straight time rates, provided that no employee shall work in excess of forty (40) hours in any one (1) week at straight time rates. A make-up day will only be worked during the same week that the time is lost.
 - (d) Except as otherwise herein expressly provided:

All overtime including Saturday, shall be paid at the rate of time and one-half (1 1/2x) the regular straight time hourly rate. All hours worked on Sundays and Holidays specified in Article 5 of this Appendix shall be paid for at double (2x) the regular straight time hourly rate. All Saturday overtime beyond eight (8) hours shall be paid at double (2x) the regular straight time hourly rate.
 - (e) The regular work day shall normally be worked between the hours of 6:00 a.m. and 7:30 p.m. to accommodate a nine (9) hour shift, with an eight (8) hour shift on Friday, or as agreed to in Article 1.3(b) above. The Employer will notify the Union

APPENDIX NO. 7a

MJA

when the regular workday commences before 7:00 a.m. or continues past 6:00 p.m. All hours worked between 6:00 a.m. and 7:30 p.m. shall be free of shift premium.

1.4 **Shift Premium:**

Where the regular work day has been deviated by arrangement with the affected employees the following shift premiums shall apply to straight time hours only.

(a) Urban areas and Major Projects all as defined in Article 1.2:

- (i) Regular Work Day Hours: Any hours worked between 6:00 a.m. and midnight shall be free of shift premium. The premium of fourteen point two percent (14.2%) shall apply on any remaining straight time hours on a shift which may extend past midnight.
- (ii) Notwithstanding (i) above, any shift commencing prior to 12:00 midnight in which more than four (4) hours are worked between 12:00 midnight and 6:00 a.m. shall be paid a premium of fourteen point two percent (14.2%) of the regular straight time rate for all hours worked in that shift. If four (4) or less hours are worked between 12:00 midnight and 6:00 a.m. the premium of fourteen point two percent (14.2%) of the regular straight time rate shall be paid for fifty (50%) percent of all hours worked in that shift.
- (iii) Graveyard Premium Hours: Any shift which commences at or after 12:00 midnight or prior to 4:00 a.m. shall receive shift premium of fourteen point two percent (14.2%) of the regular straight time rate for all hours worked in that shift.
- (iv) Any regular work day shift which commences at or after 4:00 a.m. shall receive shift premium of fourteen point two percent (14.2%) of the regular straight time rate, for all straight time hours worked up to 6:00 a.m.

(b) Rural Areas as defined in Article 1.3:

- (i) Regular Work Day Hours: Any hours which are worked between the hours of 6:00 a.m. and 12:00 midnight shall be free of shift premium. A premium of fourteen point two percent (14.2%) shall apply on any remaining straight time hours on a shift which may extend past midnight.
- (ii) Notwithstanding (i) above, any shift commencing prior to 12:00 midnight in which more than four (4) hours are worked between 12:00 midnight and 6:00 a.m. shall be paid a premium of fourteen point two percent (14.2%) of the regular straight time rate for all hours worked in that shift. If four (4) or less hours are worked between 12:00 midnight and 6:00 a.m. the premium of fourteen point two percent (14.2%) of the regular straight time rate shall be paid for fifty (50%) percent of all hours worked in that shift.
- (iii) Graveyard Premium Hours: Any shift which commences at or after 12:00 midnight or prior to 4:00 a.m. shall receive shift premium of fourteen point

APPENDIX NO. 7a

MJA

two percent (14.2%) of the regular straight time rate for all straight time hours worked in that shift.

- (iv) Premium Hours: Any shift which commences at or after 4:00 a.m. shall receive shift premium of fourteen point two percent (14.2%) of the regular straight time rate, for all straight time hours worked up to 6:00 a.m.

(c) The Premium to be Paid on Premium Shift Hours Shall Be:

- (i) Graveyard Premium Hours: fourteen point two percent (14.2%) times the regular straight time [i.e. a premium of fourteen point two percent (14.2%) of the regular straight time rate.]

(d) Overtime payment for shift work shall be in accordance with the provisions set forth in Article 1.2 or 1.3 as is applicable due to the location or classification of the work.

(e) For the purposes of computing overtime premium applicable for Saturday, Sunday or Holiday work the following rules shall apply:

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.

(f) Should an employee not work the scheduled forty (40) straight time hours in a work week without a reason satisfactory to the Employer, the employee shall receive twenty cents (\$0.20) less on their base hourly rate for the entire work week in question. The following issues which result in an employee not working the forty (40) hour work week in question shall not be held against the employee:

- (i) Minimum 24 hours prior notice of a scheduled medical appointment.
- (ii) Minimum 24 hours prior notice of a scheduled leave of absence (i.e. vacation, bereavement, funeral, parental commitment, etc.).
- (iii) If an employee calls in sick, a Doctor's note must be provided to the Employer.
- (iv) Inclement weather.

(g) Except in the case of an emergency the Union will be notified when shift work is worked.

APPENDIX NO. 7a

MJA

1.5 **Alterations, Maintenance, Repair and Service Work:**

Notwithstanding the provisions of any other clauses in Article 1 if with regard to alterations, maintenance, repair and the 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 may constitute a shift on that job.

No more than twelve (12) hours will be worked in any shift at straight time rates. No more than forty (40) hours will be worked in any seven (7) day period. If additional hours are worked on any shift then such additional hours shall be paid for at the rate of double the regular straight time hourly rate for all hours worked thereafter.

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 or fair and reasonable means will be provided.

1.6 **Starting and Quitting Time:**

Workers will be at the job site office or lunch trailer fifteen (15) minutes (without pay) prior to the regularly scheduled starting time and shall remain until regular quitting time. Starting and quitting times shall be conveyed by the Site Foreperson or Supervisor.

The place of work shall be defined as "the location where the employee was instructed to report to on the previous day or night, or the place where the employee is instructed to report by their Supervisor, if different."

1.7 **Lunch Period:**

A thirty (30) minute lunch period shall be allowed for all employees on each shift unless otherwise mutually agreed upon by the Employer and the employees. A reasonable amount of travel time from the job station to the lunch room will be identified to ensure that there is time fairness for this lunch break.

1.8 **Overtime Lunch Provided by Employer:**

Where an employee reports for their shift that they will be working an extended shift they shall be provided with an adequate meal at the Employer's expense or fifteen (\$15.00) dollars, at the Employer's discretion after the first two 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.

1.9 **Coffee Breaks:**

Notwithstanding Article 1.8 above, (overtime lunch), a fifteen (15) minute paid break will be allowed for employees to partake of non-alcoholic drinks at their work stations, (or as directed by their Employer), twice in each regular shift, once in the first half of the shift and once in the second half of the shift. If more than two (2) hours overtime are to be worked, a coffee break shall be allowed to employees upon commencement of the overtime and

APPENDIX NO. 7a

MJA

every two (2) hours alternately with meal breaks. During inclement weather the employees will be provided with a suitably heated, lit and sheltered area that shall not be used to store harmful chemicals, toxic substances, and /or volatile substances.

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.

1.10 Scheduling of Overtime:

The parties agree that conditions under which construction work is carried out sometimes requires the working of overtime.

The parties also agree that the unilateral ordering of unreasonable amounts of overtime is unnecessary and undesirable.

Therefore it is agreed that Management can when necessary schedule the working of overtime but only under the following conditions:

- (a) When overtime schedules are accepted as a condition of assignment to a special job or project on which longer hours of work are required they shall be adhered to as a condition of employment.
- (b) When overtime is reasonably necessary to meet delays in scheduling requirements or emergency situations including securing work against impending weather, the completion of continuous process operations, and all matters affecting the security of materials or the safety of property or persons.

The Employer agrees that, when an individual has valid personal reasons to refuse overtime, same will be respected.

The Union agrees that neither the Union nor its members will engage in any concerted refusal of overtime.

Whenever possible, the employee shall be notified at least two (2) hours prior to the commencement of overtime. The Employer shall make all reasonable efforts to notify the employees of the scheduling of overtime prior to lunch breaks.

ARTICLE 2 – REPORTING TIME

- 2.1** For the purposes of Article 18 of the MJA, unavailability of material or other than major electrical or mechanical equipment, is not considered a matter beyond the control of the Employer.
- 2.2** In the case of continued inclement weather, the shop Steward shall discuss the issue with the Foreperson and/or Superintendent. The Foreperson or Supervisor shall then be responsible for advising the employees, if and when they are not to report to work. The Employer will communicate with the employees on the job, when inclement weather is expected, to ensure that all employees understand who is to report to work and who is not (a projected wind chill factor of –35 degrees Celsius or +35 degrees Celsius will result in a meeting being called).

APPENDIX NO. 7a

MJA

ARTICLE 3 – WAGES – HOW PAID

- 3.1** Unless other mutually agreeable arrangements are made between the parties, or unless other arrangements are already in effect prior to the conclusion of this Agreement, wages shall be paid in cash, cheque or by electronic direct deposit once a week on the job site during working hours and not more than two (2) days' pay shall be held back.
- 3.2** 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.
- 3.3** The work week, for payroll purposes shall end on Saturday at midnight, and the employees shall be paid by the Thursday of the following week prior to the end of the shift for all work performed during the previous week.

ARTICLE 4 – IN CASE OF INJURY

- 4.1** The Employer will have the full responsibility of managing all hearing tests for their employees. It is understood that the frequency of the hearing tests shall be as directed by the Employer and shall not be more than two (2) times per year. The time needed to take the test (which shall be arranged at a time and locations which will be convenient for the employee) shall not be compensated for, though the test itself will be paid for by the Employer.

ARTICLE 5 – LEGAL HOLIDAYS

- 5.1** Legal, statutory and general holidays each year shall be as set out in the MJA.
- 5.2** 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. In the event of two (2) consecutive holidays falling on a Saturday and Sunday, the following two (2) regular working days shall be observed as the holidays.
- 5.3** Whether or not an employee works on any of the above mentioned legal, statutory, general or civic holidays, they shall receive in lieu of paid holidays, four point five (4.5%) percent of their standard hourly rate for each hour worked.
- 5.4** The employee shall receive this allowance each regular pay period.

ARTICLE 6 – ANNUAL VACATION AND VACATION PAY

- 6.1** Annual vacation will be arranged as provided in the Manitoba Employment Standards Code.
- 6.2** Payment for the annual vacation will be as provided in the above noted Code or on the basis of six percent (6%) of the employee's standard hourly rate for each hour worked, whichever is more favorable to the employee.
- 6.3** Advance payment in lieu of pay at time of vacation in the amount set Article 6.2 above shall be added to each employee's weekly wages and taxed on each pay period.

APPENDIX NO. 7a

MJA

ARTICLE 7 – TOOLS – WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- 7.1** The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given sufficient time to put these tools and equipment in the designated storage place prior to the end of each shift. They must report the breakage or loss of any of these tools and equipment immediately to their Superior.
- 7.2** An employee found misusing company tools or equipment may be held responsible.
- 7.3** 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.
- 7.4** 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.
- 7.5** 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.
- 7.6** If the Employer requires the employee to work in the rain, wet weather clothing shall be supplied at no cost to the employee.
- 7.7** In areas where acids, chemicals, excessive grease, oil or tar, or inside tanks which have contained chemicals, gases or oils, employees shall be supplied with protective clothing and safety equipment as required by product material safety data sheet (MSDS) at no cost to the employee.

ARTICLE 8 – SHELTER, SANITARY ARRANGEMENTS AND SAFETY

- 8.1** 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 locked “gang box” in which the employees may store their tools with due regard to the safety thereof.
- 8.2** The Safety Regulations as laid down by the Workplace Safety and Health Act shall be adhered to including W.H.M.I.S.;
 - (a)** The employee 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 their Supervisor or Employer;
 - (b)** Personal clothing including hard hats is to be supplied by the employee;
- 8.3** In addition to clean drinking water, as required by Article 15.2(d) of the MJA, the Employer shall provide a safety glass lens cleaning station.

APPENDIX NO. 7a

MJA

ARTICLE 9 – STANDARD OF WORK AND LIMITATIONS

- 9.1** There shall be no limit on production of workers 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 to this Agreement.
- 9.2** 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.
- 9.3** 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, or holidays at less than the overtime rates prescribed herein.
- 9.4** Disciplinary action is to be taken by both the Union and the Employer against any infraction to this Article.

ARTICLE 10 – COMMUTING BEYOND THE BOUNDARIES OF THE OUTER PERIMETER HIGHWAY

- 10.1** An employee who has been authorized by the Employer to commute to a job site shall be compensated. A Free Zone (for travel time and vehicle allowance) of fifteen (15) kilometers from the Winnipeg Perimeter and/ or the boundaries of The Pas, Portage la Prairie, Brandon, Flin Flon and Thompson shall exist.
- (a)** For all jobs inside an eighty-five (85) kilometer zone from the Winnipeg Perimeter Highway, or inside a one hundred (100) kilometer zone from the intersection of Victoria Avenue and 10th Street in the City of Brandon, and the Central Post Office for The Town of The Pas, and the Central Post Office for The City of Portage la Prairie, the employee shall receive the following:
- (i)** Car Allowance – Effective May 1, 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.
- Effective **May 1, 2025**, the CRA guideline is seventy-two cents (**72¢**) per kilometer for the first five thousand (5,000) kilometers driven, and sixty-six cents (**66¢**) driven after that, starting from:
- (1)** the Winnipeg Perimeter Highway point closest to the job site, or from the employee's place of residence (whichever is the lesser distance).

This allowance will be paid only to employees who use their own vehicle for transportation to the job site (not applicable on jobs in which a "Job Site" Project Agreement has been established as the Car Allowance will be paid to all employees who travel to the job in question).

APPENDIX NO. 7a

MJA

- (2) Fifteen (15) km radius from the intersection of Victoria Avenue and 10th Street in the City of Brandon, and the Central Post Office for The Town of The Pas, and the Central Post Office for The City of Portage la Prairie, or from the employee's place of residence (whichever is the lesser distance). This allowance will be paid only to employees who use their own vehicle for transportation to the job site (not applicable on jobs in which a "Job Site" Project Agreement has been established as the Car Allowance will be paid to all employees who travel to the job in question).
- (b) For all jobs outside an eighty-five (85) kilometer zone from the Winnipeg Perimeter Highway or outside a hundred (100) kilometer zone from the intersection of Victoria Avenue and 10th Street in the City of Brandon, and the Central Post Office for The Town of The Pas, and the Central Post Office for The City of Portage la Prairie, the employee shall receive the following:
 - (i) Car Allowance – Effective May 1, 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.

Effective **May 1, 2025**, the CRA guideline is seventy-two cents (**72¢**) per kilometer for the first five thousand (5,000) kilometers driven, and sixty-six cents (**66¢**) driven after that, starting from:

 - (1) the Winnipeg Perimeter Highway point closest to the job site, or from the employee's place of residence (whichever is the lesser distance). This allowance will be paid only to employees who use their own vehicle for transportation to the job site (not applicable on jobs in which a "Job Site" Project Agreement has been established as the Car Allowance will be paid to all employees who travel to the job in question).
 - (2) Fifteen (15) kilometer radius from the intersection of Victoria Avenue and 10th Street in the City of Brandon, and the Central Post Office for The Town of The Pas, and the Central Post Office for The City of Portage la Prairie, or from the employee's place of residence (whichever is the lesser distance). This allowance will be paid only to employees who use their own vehicle for transportation to the job site (not applicable on jobs in which a "Job Site" Project Agreement has been established as the Car Allowance will be paid to all employees who travel to the job in question).
 - (ii) Travel Time - An allowance of ten (10) cents per mile or six point two (6.2) cents per kilometer starting from:
 - (1) beyond the Winnipeg eighty-five (85) kilometer zone, or from the employee's place of residence (whichever is the lesser distance).

APPENDIX NO. 7a

MJA

- (2) one hundred (100) kilometer radius from the intersection of Victoria Avenue and 10th Street in the City of Brandon, and the Central Post Office for The Town of The Pas, and the Central Post Office for The City of Portage la Prairie, or from the employee's place of residence (whichever is the lesser distance).
- (c) Effective May 1, 2025, and yearly thereafter, the mileage rates for Travel (car) Allowance will be adjusted by the changes recorded by the allowable in-year CRA Vehicle Allowance per kilometer guideline.
- 10.2** If transportation meeting all legal requirements is supplied by the Employer, no Commuting (car) allowance shall be paid to the employee.
- 10.3** The parties agree that they shall work together regarding transportation costs in order to ensure that the Employer remains competitive.
- 10.4** **Mid Day Job Site to Job Site Travel**

When an employee is directed by their Employer to move to a different job site to continue working, they shall receive Article 10.1(a)(i) car allowance when they use their own vehicle to transition to the new job site and they shall also continue to receive their base hourly rate of pay while traveling there.

ARTICLE 11 – TRANSPORTATION AND TRAVEL TIME AND BOARD AND ROOM

- 11.1** Employees sent by the Employer (not commuting) to job sites beyond the free zones stipulated in Article 10.1, shall receive the following:
1. Transportation Allowance as per Article 10.1(a);
 2. Travel Time Allowance as per Article 10.1 (b)(ii);
 3. Room & Board Allowance as stipulated below:
- (a) **To the Job Site**
Transportation allowance to the job site plus travel time allowance at the individual's straight time rate for all hours traveled (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 during the first thirty (30) calendar days of their current assignment to that project or is not of their own volition[†] unavailable for work during that time.
- (b) **From the Job Site**
Return transportation allowance to Winnipeg or to place of residence (whichever is the shorter distance) plus travelling time allowance shall be paid, provided that

[†] 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 the Employer shall not be considered to be "unavailable" for work of their own volition.

APPENDIX NO. 7a

MJA

the employee completes their assignment to that project or is not of their own volition[†] unavailable for work during that time.

(c) Turn About

- (i) A return fare (Transportation Allowance), Travel Time Allowance and authorized travel expenses will be paid to each employee after the first thirty (30) calendar days and after each consecutive thirty (30) calendar days period thereafter while working on the same project (i.e. one (1) day of travel to the site followed by twenty-eight (28) calendar days on site followed by one (1) day of travel out). The employee is not required to return to work for seven (7) calendar days following their travel day.
- (ii) If the employee returns on transportation provided by the Employer, travel time allowance at one-half (1/2) the regular hourly rate and authorized travel expenses by the Employer shall be provided.

When the transportation supplied by the Employer is by plane, then travel time shall include one-half (1/2) hour for boarding time. One-half (1/2) of the return fare will be paid to the employee upon leaving the job and the balance of the money due will be paid upon return to the job site.

When an employee, by prior arrangement with the Employer, travels by private vehicle, they shall be reimbursed equal to a fare by air, bus, rail, or water transportation at the Employer's option and the same amount of travelling time as they would be entitled to if they traveled by the mode of transportation chosen to determine the amount of reimbursement to which they are entitled in lieu of fare, unless other suitable arrangements are made with them before leaving for the job.

(d) Room & Board Allowance

- (i) The Employer will supply suitable board and room (R&B) (suitable to both parties concerned) for seven (7) days per week, provided that the employee is available for work or has been excused for medical reasons, unless week-end absence or sick leave arrangements are agreed upon between the Employer and the employee or the week-end rebate system outlined in Article 11.1(d)(iii) below is implemented. The Employer and the Union shall meet in advance of the project in question to determine what the suitable R&B amounts shall be.

Should the Union and the Employer be unable to achieve consensus on what the daily R&B amounts are in advance of the project, the Employer will supply suitable R&B for their employees (hotel + meal costs or just meal costs) and should those costs exceed what is being provided by the Employer (and the employee can substantiate by proof of receipts) the Employer shall reimburse the employee the difference.

- (ii) Board and room will not be paid to local residents (an individual who lives within eighty-five (85) kilometers of the jobsite). Transportation and travel time will be dealt with as per the same approach identified within Article 10.1 from their place of residence.

APPENDIX NO. 7a

MJA

- (iii) In those situations where the Employer is eligible to receive a rebate on board expenses for those employees who do not remain in the accommodation provided by the Employer over the weekend, then, provided that the employee(s) gives the correct notice required to the catering agent so that the Employer receives the rebate, the Employer will pay out the rebate so received to the employee.

The required notice time will be explained to the employee by the Employer before the employee leaves for the job site. The Construction Labour Relations Association of Manitoba will on request assist the Union in determining whether or not an Employer is eligible to receive a rebate.

- (iv) Board and room arrangements must be explained and mutually agreed to by the Employer and the Union before leaving for the job site. Failure by either party to comply with this clause is a breach of this Agreement. The employee shall be responsible for notifying the Union of any "special" arrangements made.
- (v) The Employer shall pay the room and board allowance on the Friday of the first week worked, provided the employee has worked a minimum of three (3) days.

ARTICLE 12 – WAGES

- 12.1** See attached Schedule "B" for Classification Base Wage Rates.

Labour Foreperson: Shall be paid fifteen percent (15%) over the highest Classification Base Wage Rate working under their direct supervision.

Lead Hand: Shall be paid seven percent (7%) over the individual's Base Wage Rate.

- 12.2** The parties agree to use the General Labourer rate from the CIWA if required to secure work in Portage la Prairie, Shilo and The Pas, only if prior notice has been given to the Local.

TRAINEES: See attached Schedule "B" for Trainee Classification Base Wage Rates (See Attached Schedule "B" for Base Rates).

Trainee 1 (0 – 1200 Hours) at 60% of Gen. Labourer
Trainee 2 (1201 – 2400 Hours) at 77% of Gen. Labourer
Trainee 3 (2401 – 4000 Hours) at 96% of Gen. Labourer

Trainee Classifications Employer Pension Contributions:

Trainee 1 at 60% of General Labourer Pension contribution amount
Trainee 2 at 70% of General Labourer Pension contribution amount
Trainee 3 at 85% of General Labourer Pension contribution amount

NOTE: The Employer may employ one (1) trainee for every three (3) Labourers of total "Labourers" on each work site.

APPENDIX NO. 7a

MJA

ARTICLE 13 – TRUST FUNDS

The Employee Benefit Trust Funds known as the Specialized Workers' Pension Trust Fund and the Specialized Workers' 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 joint contributions, per hour worked for each person employed under the terms of this Appendix, on the following basis:

Health & Welfare	May 1, 2025
<i>General Labourer</i>	
Employer	\$0.70
Employee	\$0.70
<i>Certified General Labourer</i>	
Employer	\$0.70
Employee	\$0.70
<i>Equipment Operator (Swamper/ Vibrator) Bricklayer/Helper</i>	
Employer	\$0.70
Employee	\$0.70
<i>Concrete Finisher</i>	
Employer	\$0.70
Employee	\$0.70
<i>Red Seal Cement Finisher</i>	
Employer	\$0.70
Employee	\$0.70
<i>General Labourer Trainees (I, II, III)</i>	
Employer	\$0.70
Employee	\$0.70

APPENDIX NO. 7a

MJA

- 13.3** The Pension Trust Fund shall be financed by joint contributions per hour worked for each person employed under the terms of this Appendix. The amount deducted will be shown on the employee's T4 slip.

Pension Trust Fund	May 1, 2025
<i>General Labourer</i>	
Employer	\$3.24
Employee	\$0.60
<i>Certified General Labourer</i>	
Employer	\$3.24
Employee	\$0.60
<i>Equipment Operator (Swamper/ Vibrator) Bricklayer Helper</i>	
Employer	\$3.24
Employee	\$0.60
<i>Concrete Finisher</i>	
Employer	\$3.24
Employee	\$0.60
<i>Red Seal Cement Finisher</i>	
Employer	\$3.24
Employee	\$0.60
<i>General Labourer Trainees (I) 60%</i>	
Employer	\$1.94
Employee	\$0.60
<i>General Labourer Trainees (II) 70%</i>	
Employer	\$2.27
Employee	\$0.60
<i>General Labourer Trainees (III) 85%</i>	
Employer	\$2.75
Employee	\$0.60

- 13.4** The Training Fund shall be financed by Employer contributions per hour worked under the terms of this Appendix at the amount of twenty-five cents (\$0.25) per hour. All previous contributions made by the Employers to the "Training Fund" shall be deposited into the New Training Trust Fund. These amounts shall be confirmed by Coughlins & Associates Ltd.

APPENDIX NO. 7a

MJA

13.5 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.

13.6 Contributions to the Specialized Workers' Pension Trust Fund and to the Specialized Workers' 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 percent (3%) 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.

ARTICLE 14 – BEREAVEMENT LEAVE

14.1 If a death occurs in an employee's immediate family, the employee will be provided up to seven (7) calendar days bereavement period and shall be returned to their prior job upon their return (provided the job in question is ongoing). Immediate family shall be deemed to mean:

spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son –in law, daughter-in law, grandchild, step-son, step-daughter.

It being agreed that the time taken off within the above-mentioned limits shall be for the purpose only of making the necessary arrangements for and/ or attending the funeral.

ARTICLE 15 – ADMINISTRATION OF AGREEMENT

15.1 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 each year for the purpose of discussing mutual problems and matters of interest.

15.2 Each Employer shall contribute an amount in cent-per-hour to the Construction Labour Relations Association of Manitoba ("CLRAM"), for every hour worked, including waiting and reporting time, by its employees covered under this Appendix; such monies to be used to defray costs involved and incurred in the negotiation and administration of the CLRAM / Construction & Specialized Workers' Union Local 1258, Labourers & Masonry Labourers Trade Division Collective Agreement and matters related thereto, including the expenses of the CLRAM.

ARTICLE 16 – JOINT CONFERENCE COMMITTEE

16.1 The parties hereto agree to joint meetings on an as required basis, but wherever possible, such meetings shall occur on not less than a quarterly basis. The Committee shall meet at the requests of either the Employer or the Union.

16.2 The Joint Conference Committee's terms of reference shall include all matters concerning the welfare of the trade, the markets of the industry, and the operation of this Appendix.

APPENDIX NO. 7a

MJA

However, in order to promote a spirit of co-operative effort and problem solving at all meetings, no grievances will be handled by the Committee.

ARTICLE 17 – LABOURERS & MASONRY INDUSTRY PROMOTION FUND

- 17.1** In order that the terms and provisions of this Appendix be applied in a uniform and impartial manner, the Union and the Employer agree that all Employers who are not members of the Labourers & Masonry Trade Division of the CLRAM and Specialized Workers' Union, shall contribute fifteen cents (\$0.15) per hour for each hour worked by any employee classification as referenced in this Appendix.
- 17.2** Such contribution shall be directed to the Labourers & Masonry Industry Promotion Fund, which shall be administered by the parties benefit plan Administrator (Coughlin & Associates Ltd.) and the Local Union shall receive five cents (\$0.05) and the CLRAM shall receive ten cents (\$0.10) of the proceeds of the contributions on a monthly basis. The CLRAM shall be responsible for the administrative costs associated with the management of this Fund.

APPENDIX NO. 7a

MJA

LETTER OF UNDERSTANDING RE: DEMOLITION WORK

The parties agree that the Employer shall have the right to utilize up to three (3) Trainees for every one (1) Labourer on the work site.

LETTER OF UNDERSTANDING RE: CLARIFICATION OF ARTICLE 12

The parties agree that for clarification purposes, the classification of “Equipment Operator” as detailed in Article 12 – Wages, is intended to address the following types of equipment:

Fork Lift, Zoom-Boom (with attachments), Bob Cat (with attachments)

LETTER OF UNDERSTANDING RE: ON-SITE SAFETY OFFICER

The parties agree that those individuals who are assigned by their Employer to act as the “On-site Safety Officer” shall be respected and their safety directives shall be followed without delay by all employees on the job site.

In order to assist the Safety Officer, Foreperson and/or Lead Hands may be given the responsibility of ensuring that the Safety Officer’s safety directives are followed by the workers on their crews. Further all employees, worker representatives and safety and health committees share an equal level of responsibility regarding safety practices on their respective job site as directed by their Employer as per the Manitoba Health and Safety Act, whichever is more stringent.

LETTER OF UNDERSTANDING RE: HEARING TESTING

The parties recognize that the proper protection of our workers hearing is an essential wellness and safety consideration. To that end, the Local Union agrees to provide to the Employer the following hearing test services, effective date of signing of this Agreement.

- (a) The Local will ensure that all members of the Local will have their hearing tested once per year and the Local will maintain these records. At the point of dispatch by the Union to an Employer, the Local will include the member’s most current hearing percentage test result.
- (b) The Local will conduct on-site hearing testing by use of a mobile testing trailer that can be brought to Employers’ job sites in order to ensure the most time efficient mode of testing of their employees takes place. Such testing will occur on company time.

APPENDIX NO. 7a

MJA

**LETTER OF UNDERSTANDING
RE: RESOLVING PENSION CONTRIBUTIONS FOR
EMPLOYEES 71 YEARS OF AGE AND OLDER**

In order to comply with the CRA July 2021 Directive regarding Employer pension contributions for employees 71 years of age and older, this Letter of Understanding confirms that the parties are in agreement that said described workers will receive their hourly pension contributions from their respective Employer by separate pay cheque (with all statutory deductions) which will be titled as "Other Income". These pension contributions will not be forwarded to the Pension Plan Administrator but will be provided to the employee each payroll period.

APPENDIX NO. 7a**MJA****SCHEDULE "B" – TOTAL EMPLOYER LABOUR COSTS****May 1, 2025 – April 30, 2026**

CLASSIFICATION	Base Rate	Stat Pay	Vacation Pay	Health & Welfare	Pension	Training	Industry Promotion	Total Employer Costs
General Labourer	\$30.01	\$1.35	\$1.88	\$0.70	\$3.24	\$0.25	\$0.15	\$37.58
Certified General Labourer	\$32.60	\$1.47	\$2.04	\$0.70	\$3.24	\$0.25	\$0.15	\$40.45
Equipment Operator (Swamper/Vibrator/Bricklayer Helper)	\$31.51	\$1.42	\$1.98	\$0.70	\$3.24	\$0.25	\$0.15	\$39.25
Concrete Finisher	\$34.83	\$1.57	\$2.18	\$0.70	\$3.24	\$0.25	\$0.15	\$42.92
Red Seal Cement Finisher	\$39.49	\$1.78	\$2.48	\$0.70	\$3.24	\$0.25	\$0.15	\$48.09
Trainee 1 (0-1200 hours at 60%of General Labourer	\$18.01	\$0.81	\$1.13	\$0.70	\$1.94	\$0.25	\$0.15	\$22.99
Trainee 2 (1201-2400 hours at 77% General Labourer	\$23.11	\$1.04	\$1.45	\$0.70	\$2.27	\$0.25	\$0.15	\$28.96
Trainee 3 (2401-4000 hours at 96% of General Labourer	\$28.81	\$1.30	\$1.81	\$0.70	\$2.75	\$0.25	\$0.15	\$35.77

NOTE: Trainee 1 Pension at 60% of General Labourer
Trainee 2 Pension at 70% of General Labourer
Trainee 3 Pension at 85% of General Labourer

APPENDIX NO. 8b

MJA

APPENDIX NO. 8b – CEMENT MASONS*

The Operative Plasterers & Cement Masons International Association of the United States and Canada, Local Union 222

MANITOBA JOBS AGREEMENT (MJA)

ARTICLE 1 – DUES CHECK OFF

- 1.1** The Employer agrees to deduct and remit Union Dues and Field Dues, in the amount of two point five percent (2.5%) of the Gross and one percent (1%) for International working dues of the total package (base wage and vacation pay and holiday pay and Employer Pension contributions and Employer Health & Welfare and Employer Training Contributions) per hour worked and/or assessments voluntarily authorized by the employee in writing and shall deduct from the first pay period of each month, sums for monthly dues. Monthly dues, applicable field dues and assessment deductions, as may be notified in writing by the Union in accordance with the Local Union By-Laws, shall be forwarded to the Financial Secretary-Treasurer of Local 222 on or before the 15th day of the month following the month during which such deductions were collected. The remittances shall be accompanied by a statement of the names of the employees from whom the sums have been deducted and number of hours worked by the employee.
- 1.2** It will not be a violation of this Agreement if the supply of labour is withheld due to non-payment of check-off field dues assessment. If the Employer does not submit as required above, a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of contributions. 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.

ARTICLE 2 – WAGE RATES

- 2.1** The classification and hourly wage rates for employees covered by this Appendix shall be: **Journey person Cement Mason Base Wage Rate**

May 5th, 2025	May 4th, 2026
\$40.46	\$41.37

* The specific provisions incorporated in this Appendix are from the D.F. Barnes Industrial / Operative Plasterers and Cement Masons, Local 222 Collective Agreement.

APPENDIX NO. 8b

MJA

2.2 **FOREPERSON**

A Foreperson will be paid not less than the following per hour amount more than the base hourly rate for Journeyperson Cement Mason:

When there are four (4) or fewer employees (including the Foreperson), the Foreperson will be paid at not less than five dollars (\$5.00) per hour for the duration of the Agreement.

For a five (5) employee crew and above (including the Foreperson), the Foreperson will be paid at not less than seven dollars and fifty cents (\$7.50) per hour for the duration of the Agreement.

2.3 **GENERAL FOREPERSON**

At the Employer's discretion, should they choose to employ a General Foreperson, they will be paid not less than the base wage rate for Journeyperson Cement Mason plus double the extra rate for Foreperson as indicated by Article 2.2 above.

FOREPERSON**

Where three (3) or more Cement Masons are employed, one shall be selected by the Employer to act as Foreperson and receive Foreperson's wages.

2.4 **APPRENTICES**

- (a) The first year shall be considered as a probationary period for an Apprentice and the Employer shall, upon discussing this matter with the Local's Business Manager (or designate), have the right to terminate a probationary Apprentice's employment, and such Employer decision shall not be grievable under Article 16 of the MJA.
- (b) At intervals of 1800 hours which will include hours worked and in school training hours, each Apprentice's rate will be reviewed by the Employer Representative (or designate) and the Union, and the Apprentice will be given increases, if their ability warrants, on the following basis:

1st Level	0-1799 hours	See Total Wage Package
2nd Level No Technical Training (TT)	1800-3599 hours	See Total Wage Package
2nd Level Technical Training (TT)	1800-3599 hours	See Total Wage Package

The parties agree that the Apprentice percentages will be adjusted if the Province of Manitoba's minimum hourly wage rate is adjusted from its current level at the date of signing of this Agreement. The percentage adjustments must ensure that the minimum Apprentice hourly rates conform with The Apprenticeship and Certification Act (Trade of Concrete Finisher By-Law).

APPENDIX NO. 8b

MJA

- (c) If the Apprentice fails to apply themselves, seems unable or unwilling to adopt to trade conditions, or are otherwise found unsuited to the trade, they shall be notified by the Union of their findings and informed that they are being terminated from the membership of this Local Union.

2.5 **APPRENTICE CEMENT MASON**

Apprentice Wage and Employer Pension Contribution: Apprentice Wage and Employer Pension contributions shall be based on the following per hour worked amounts:

Apprentice Base Wage Rate

	May 5 th , 2025	May 4 th , 2026
Level 2 Apprentice (TT)	\$34.39	\$35.16
Level 2 Apprentice No (TT)	\$30.35	\$31.03
Level 1 Apprentice	\$26.30	\$26.89

Apprentice Pension Contribution by Employer

	May 5 th , 2025	May 4 th , 2026
Level 3 Apprentice (TT)	\$6.42	\$6.57
Level 2 Apprentice No (TT)	\$6.42	\$6.57
Level 1 Apprentice	\$6.42	\$6.57

ARTICLE 3 – VACATON AND VACATION PAY

- 3.1 Each employee shall receive an amount equal to ten-point five percent (10.5%) of their gross earnings of which four-point five percent (4.5%) shall be in lieu of paid statutory holidays. Each employee shall be entitled to four (4) weeks of annual vacation.
- 3.2 Vacation Pay Allowances shall be paid to employees 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 agree 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 that calendar year.

ARTICLE 4 – STATUTORY HOLIDAYS

- 4.1 Legal, statutory and general holidays each year shall be as set out in the MJA. All time worked on a recognized or Statutory Holiday shall be paid for at a rate of double time.

APPENDIX NO. 8b

MJA

- 4.2** No work shall be performed on Labour Day and/or Truth and Reconciliation Day, except to save life or property. Where the Canada Day holiday falls on a Tuesday, Wednesday or Thursday, the holiday is to be observed on the day which it falls.
- 4.3** When a recognized or Statutory Holiday other than Remembrance Day falls on a Saturday or Sunday, the next following regular working day(s) shall be taken as an alternate day off. When two (2) recognized holidays fall on a Saturday and Sunday the following Monday and Tuesday shall be taken off as alternate days.

An employee who is required to work on a recognized holiday or the alternate day(s), shall be paid at a rate of double time.

ARTICLE 5 – HOURS OF WORK, OVERTIME & WORKING CONDITIONS

- 5.1** The schedule of hours of work, as set down in this Appendix shall not be considered as a guarantee of hours of work per day or per week.
- 5.2** The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday to Friday inclusive.
- 5.3** All such hours worked shall be classed as straight time and the eight (8) hour shift shall normally be performed between 8:00 a.m. and 5:00 p.m., but on projects where circumstances make it necessary, they shall be performed during any time of the day or night that may constitute a regular shift on that project. A premium:

Effective **October 1, 2024 at \$3.30** per hour for the duration of the Agreement.

Will be paid for each straight time hour of a regular single shift that is worked between 10:00 p.m. and 6:00 a.m.

- 5.4** One (1) hour in each work day shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between employees on the job and the Employer or its Representatives.
- 5.5** Employees will be allowed time to gather and put away all their working tools and equipment prior to quitting time.
- 5.6** The Employer may require employees to work overtime in excess of their regularly assigned hours and when overtime is to be worked first consideration will be given to members of Local 222.
- 5.7** The first two (2) hours of daily overtime, Monday to Friday, shall be paid for at the rate of time and one-half. All time worked in excess of these hours and all time worked on Saturday and Sunday shall be paid for at the rate of double time.
- 5.8** If any employees are recalled to a job without having had eight (8) hours rest, they shall be paid at double time rate of pay until such time as they have had the said eight (8) hours rest.
- 5.9** An employee shall not be entitled to reporting time under Article 18.2 of the MJA when they have been notified prior to leaving their place of residence not to report for work.

APPENDIX NO. 8b

MJA

- 5.10** If on any project work cannot proceed due to shortage of material or other reason within the control of the Employer, employees living away from home will either be returned home (i.e.) paid travel expense, travel time and subsistence allowance for travel day out and when requested to return to the job site shall be paid same when returning to work) or at the option of the Employer and with the consent of the employees will be paid three (3) hours and subsistence if applicable for the days that the work is delayed.
- 5.11** An employee called out for work after they have completed their regular shift and have gone home shall be given not less than four (4) hours work, or if the work is not available, shall be paid for four (4) hours at the applicable overtime rate.
- 5.12** Employees shall be ready for work at starting time and shall remain at work until quitting time.
- 5.13** The Employer may call employees out to unload or to do such work as may be necessary to protect property during inclement weather. The employee shall receive not less than three (3) hours pay at the appropriate rate (i.e. straight time or double time) for each time called out.
- 5.14** By mutual agreement between the Union and the Employer, a compressed work week of four - 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.

The daily work breaks, of two (2) fifteen (15) minute breaks and one (1) thirty (30) minute meal break will be extended by an additional five (5) minutes for each break respectfully in lieu or a break after eight (8) hours.

All daily overtime hours worked on a compressed work week schedule beyond ten (10) hours per day shall be compensated at two (2) times the straight time rate of pay.

All overtime hours worked on a compressed work week schedule, beyond the regular four (4) days schedule of Monday to Friday (including an Article 4.1 Statutory Holidays) shall be as follows:

- (a) the first two (2) overtime hours at one and one-half times ($1 \frac{1}{2} \times$) the straight time rate of pay.
- (b) all subsequent overtime hours at two times (2x) the straight time rate of pay.

If overtime is required on a compressed work week day (s), the overtime meal break, as per Article 7.2, will commence at the start of the overtime period.

For ZONE A work, subsistence allowance for the compressed work week schedule shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week.

Work in ZONE B shall receive subsistence allowance per seven (7) day week as per Article 13.1, ZONE B.

APPENDIX NO. 8b

MJA

In the event that any recognized holiday specified in Article 4 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. 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 work day of a compressed work week, the employee shall receive room and board or "subsistence allowance" on a day worked plus one (1) additional day basis.
- (b) 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 – ADDITIONAL SHIFTS

6.1 A premium of:

Effective **October 1, 2024 at \$3.00** for the duration of the Agreement.

Shall be paid for all hours worked on second and third shift operations. Shift premium shall not be payable for overtime hours worked.

6.2 For the purpose of establishing the weekend shift premiums, double time will be paid on the second and third shifts between 8:00 a.m. on Saturday and 8:00 a.m. on Monday. A shift premium is not payable for overtime hours worked.

ARTICLE 7 – LUNCH BREAKS DURING OVERTIME HOURS

7.1 Employees shall not be required to work more than five (5) hours without a lunch period, and shall have a lunch period after the completion of each additional five (5) hours thereafter.

7.2 Where work is scheduled to exceed ten (10) hours in a day, the Employer shall supply a hot meal at no cost to the employee after two (2) hours of overtime have been worked and again every four (4) hours thereafter without any loss of time. The employees shall be entitled to a thirty (30) minute overtime meal break. In the event the employee elects to not take a hot meal, the employee shall be paid \$22.00 in lieu of the hot meal.

If two (2) or more hours of overtime are to be worked, a paid coffee break of fifteen (15) minutes shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with the overtime meal break.

Where work is scheduled to be ten (10) hours per day, coffee breaks and the daily lunch break may be extended by five (5) minutes each in lieu of a break after eight (8) hours being worked, if mutually agreed to between the employees and the Employer.

APPENDIX NO. 8b

MJA

ARTICLE 8 – COFFEE TIME

- 8.1** It is agreed that all employees of the Employer covered by this Appendix will be permitted fifteen (15) minutes time both in the morning and afternoon to drink coffee or refreshments on the job during regular working hours and at the conclusion of the eighth (8th) hour where ten (10) or more hours are worked in a shift. It is, however, understood that this shall be done in such a manner as to not stop the normal operation of the job.

ARTICLE 9 – WELFARE TRUST FUND

- 9.1** An Employer, being signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Cement Masons (Manitoba) Local Union 222 Manitoba Multiple Trades Health & Welfare Trust Fund, all amendments thereto.

Effective May 1, 2025, the Employer shall contribute two dollars and ten cents (\$2.10) for every hour worked by each employee covered by this Appendix.

Effective May 1, 2026, the Employer shall contribute two dollars and fifteen cents (\$2.15) for every hour worked by each employee covered by this Appendix.

Such contributions shall be forwarded to the Coughlin & Associates Ltd. 104 Kenaston Boulevard. Suite 1391 Winnipeg MB R3P 2T5 Cement Masons Local union 222, Manitoba Multiple Trades Health & Welfare Trust Fund by the 15th day of the month following the month in which the hours were worked.

- 9.2** It will not be a violation of this Agreement if the supply of Labour is withheld due to non-payment of Welfare contributions by the Employer.
- 9.3** If any Employer shall fail to remit payments required to be made pursuant to the terms of this Collective, a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of Contributions.

ARTICLE 10 – PENSION TRUST FUND

- 10.1** An Employer, being signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Cement Masons (Manitoba) Local Union 222 Manitoba Multiple Trades Pension Trust Fund, all amendments thereto.

Effective May 1, 2025 the Employer shall contribute six dollars and forty-two cents (\$6.42) for every hour worked by each employee covered by this Appendix.

Effective May 1, 2026 the Employer shall contribute six dollars and fifty-seven cents (\$6.57) for every hour worked by each employee covered by this Appendix.

APPENDIX NO. 8b

MJA

Such contributions shall be forwarded to the Coughlin & Associates Ltd. 104 Kenaston Boulevard. Suite 1391 Winnipeg MB R3P 215 Cement Masons Local union 222, Manitoba Multiple Trades Pension Trust Fund by the 15th day of the month following the month in which the hours were worked.

- 10.2** It will not be a violation of this Agreement if the supply of Labour is withheld due to non-payment of Pension contributions by the Employer.
- 10.3** If any Employer shall fail to remit payments required to be made pursuant to the terms of this Collective a penalty of ten percent (10%) of the outstanding amount may be charged for any unpaid amount of Contributions.

ARTICLE 11 – COMMUTING BEYOND PERIMETER HIGHWAYS (NO BOARD ZONE)

- 11.1** For the purpose of this Appendix any job site or project situated within an area of ninety (90) kilometres from the Winnipeg Perimeter Highway shall be considered a commuting site.
- 11.2** All travelling within the area bound by a twenty-five (25) kilometre zone beyond the Winnipeg Perimeter Highway will be free of all time and travel expenses.
- 11.3** Employees who are required to work outside the boundary of the Winnipeg Perimeter Highway and commute daily shall be paid forty-five (45¢) cents per kilometre Travelling Time, plus a per kilometre Automobile Allowance paid in accordance with CRA[†] guidelines from the edge of the free zone to the job site and return trip.
- 11.4** All travelling time by ground transportation and allowances shall be based and rated on actual road kilometres to the project site by the shortest suitable numbered highway or road as designated on the Manitoba Provincial Highways map.

No Travel Time or Car Allowance will be paid to employees who are hired on the job or who live (for minimum of three (3) months prior to the start date of the job in question) within a twenty (20) kilometre radius of the project site except on projects where there is a camp and where the work is so located that locally residing employees cannot live at home.

- 11.5** When an employee accepts transportation provided by or arranged by the Employer, the employee shall be paid a travel time allowance of forty-five cents (45¢) per kilometre beyond the free zone to the job site and back to the free zone daily.

[†] The CRA kilometre rate for the 2025 calendar year is seventy-two cents (72¢) per kilometre for the first five thousand (5000) kilometres driven, it then reduces to sixty-six cents (66¢) for all kilometres driven thereafter.

APPENDIX NO. 8b

MJA

ARTICLE 12 – TRANSPORTATION AND BOARD (BEYOND COMMUTING ZONE)

12.1 **BOARD EXPENSE REFUND**

For the purpose of this Article there shall be two zones established.

ZONE A: Beyond ninety (90) – two hundred thirty-five (235) kilometres from Winnipeg Perimeter Highway

On out-of-town work within an area from ninety (90) road kilometres to two hundred and thirty-five (235) road kilometres from the Winnipeg Perimeter Highway, the employee shall be paid by the Employer a minimum subsistence allowance as follows:

Effective October 1, 2024: \$140.00 per day worked

On projects where, living cost are higher than the subsistence allowance, where substantiated by receipts, the daily allowance will be adjusted to conform to local conditions. All subsistence allowance payments are intended to address costs incurred while living away from home.

ZONE B: beyond two hundred thirty-five (235) kilometres from Winnipeg Perimeter Highway

On out-of-town work outside two hundred thirty-five (235) road kilometres from the Winnipeg Perimeter Highway, the employee shall be paid by the Employer a minimum subsistence allowance per seven (7) day week as follows:

Effective October 1, 2024: \$160.00 per 7-day week

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 conditions. All subsistence allowance payments are intended to address costs incurred while living away from home.

If the Canada Day Holiday or the Remembrance Day holiday falls on a Tuesday, Wednesday, or Thursday, the subsistence allowance will be payable for the holiday provided the employee works the scheduled shifts before and after the holiday.

NOTE #1: The Employer shall pay the room and board allowance on the Friday of the first complete week worked.

In or near cities and towns where the employees have a choice of board accommodations, they will make their own arrangements as to room and board.

On projects where the Employer makes board arrangements on behalf of the employee either in a camp or otherwise, and pays the cost of same, the Employer will absorb this cost.

Board Expense Refund will not be paid to or for any employee when they are absent from work without permission of the Foreperson in charge of the project, but it will be paid when work is delayed due to inclement weather or other emergency.

APPENDIX NO. 8b

MJA

No Board Expense Refund will be paid to employees who are hired on the job or who live (for minimum of three (3) months prior to the start date of the job in question) within a forty (40) kilometre radius of the project site except on projects where there is a camp and where the work is so located that locally residing employees cannot live at home.

At the discretion of the Employer, Board Expense Refund may be allowed to a Journeyperson hired on the job for a project which is outside of their home district, but such employee will not have any claim to their Board Expense Refund unless they are promised this Expense Refund at the time they are hired.

12.2 **TRANSPORTATION EXPENSE AND TRAVELLING TIME: (BEYOND COMMUTING ZONE)**

- (a) When an employee is instructed by the Employer or by the Union at the request of the Employer, to travel to a project where they will be entitled to Board Expense Refund in accordance with Article 12.1, they will be entitled to transportation expense and traveling time allowances and shall receive the following:

(i) **ZONE A: Prescribed as that area beyond ninety (90) two hundred thirty-five (235) kilometres of the Winnipeg Perimeter Highway.**

Employees required to work within the Boundary of ZONE A shall be paid forty-five (45¢) cents per kilometre traveling time plus a per kilometre Automobile Allowance paid in accordance with CRA[†] guidelines from the Winnipeg Perimeter Highway to the job site for the initial trip in and payment should be included on their first pay period.

Upon completion of the job or layoff the employee will be paid forty-five (45¢) cents per kilometre traveling time plus a per kilometre Automobile Allowance paid in accordance with CRA[†] guidelines from the job site to the Winnipeg Perimeter Highway. Should the employee be required to return to the job site at a later date, all applicable allowances to be paid by the Employer as per initial dispatch.

Subsistence shall not be paid for travel days within ZONE A.

(ii) **ZONE B: Described as that area beyond two hundred thirty-five (235) kilometres of the Winnipeg Perimeter Highway**

Employees required to work beyond two hundred thirty-five (235) kilometres of the Winnipeg Perimeter Highway will be paid forty-five (45¢) cents per kilometre traveling time plus a per kilometre Automobile Allowance paid in accordance with CRA[†] guidelines from the Winnipeg Perimeter Highway to the job site for initial trip in. On projects beyond two hundred thirty-five (235) kilometres from the Winnipeg Perimeter Highway, subsistence allowance shall be paid for the initial day of travel to the job site.

An employee will not be entitled to transportation expense, traveling time and subsistence for travel day to the job site until they have been employed fifteen (15) calendar days or for the duration of the job whichever is the lesser and if

APPENDIX NO. 8b

MJA

they quit the job within this time and have been paid the above expenses the same will be deducted from their outstanding wages.

Upon completion of the job, layoff, scheduled work rotation or twenty-nine (29) calendar day turnaround the employee will be paid forty-five (45¢) cents per kilometre traveling time plus a per kilometre Automobile Allowance paid in accordance with CRA[†] guidelines from the job site to the Winnipeg Perimeter Highway. Subsistence allowance will not be paid for travel out following the last day worked.

An employee will not be entitled to return transportation allowance and traveling time until they have been employed for their first scheduled work rotation or twenty-nine (29) calendar days or for the duration of the job whichever is the lesser. Where the duration of the job is such that it will require employees to return at a later date, all applicable allowances are to be paid by the Employer as per initial dispatch.

When an employee working on a project outside two hundred and thirty-five (235) road kilometres from the Winnipeg Perimeter Highway completes their initial scheduled work rotation or twenty-nine (29) calendar day period, whichever is lesser, they shall be entitled to return transportation expense and traveling time on the following basis:

1st trip — scheduled work rotation or 29 calendar days (1 day of travel + scheduled work rotation or 28 days on site thereafter)

2nd tour and thereafter — 1 day of travel + scheduled work rotation or 28 days on site thereafter

An employee after having completed twenty-nine (29) calendar days shall be entitled to seven (7) calendar days leave of absence (exclusive of travel days to and from the site).

Traveling time and transportation expense will not be paid to employees who live (for a minimum of three (3) months prior to the start date of the job in question) within a forty (40) kilometre radius of the project site.

A travel free zone of twenty (20) kilometre radius will surround all out-of-town projects. Beyond this twenty (20) kilometre radius the rates as listed in the Article will apply to employees who are not local residents as defined above. The twenty (20) kilometre radius free zone will not apply to the initial and final trips to a project.

An employee is not entitled to transportation expense or traveling time if they are hired on the job.

APPENDIX NO. 8b

MJA

12.3 COMPANY SUPPLIED OR ARRANGED TRANSPORTATION (DELAY INVOLVED)

When an employee accepts transportation provided by or arranged by the Employer, they shall be entitled to travel time for any delay which may occur while in transit to or from the project site. Traveling time (for the duration of the delay only) will be at the employee's straight time rate (excluding Welfare, Pension and Trade Improvement Fund Contributions) for the actual delay hours to a maximum eight (8) hours pay for any twenty-four (24) hour period. Each eight (8) hours paid for continuous delay shall entitle the employee to one (1) day's Board Expense Refund.

In situations where employees are required to travel by plane or train to the job site, the transportation expense will be the equivalent of one (1) return fare plus actual travel time to a maximum (8) eight hours for any twenty-four (24) hour period at the employees' straight time rate of pay. If overnight travel by train is required, the Employer shall furnish a berth if such is available.

ARTICLE 13 – PAYDAYS, LAYOFFS, DISCHARGE AND EMPLOYEES QUITTING

- 13.1** The regular payday shall be once a week on such a day as agreed between the Employer and the Union. Wages shall be paid on Employer time during regular assigned hours in cash, cheque or by direct deposit (as determined by the Employer) which will be negotiable without charge (on direct deposit, the Employer will deliver the payroll stub to the job site by pay day).
- 13.2** Apprentices shall receive their Record of Apprenticeship and Transfer as soon as is practicable after layoff or discharge.
- 13.3** The parties agree that should an Employer fail to comply with the provisions of Article 26 of the MJA, a fifty percent (50%) penalty may be invoked by the Union, provided the Union has discussed the issue with the Employer and upon failure to reach a resolve the Union shall notify the Employer by fax or Priority Post that this clause will be enacted as of the date of notification.

ARTICLE 14 – TOOLS AND SAFETY EQUIPMENT

- 14.1** The Employer will reimburse the employee for all reasonable losses associated with fire or theft (in the job trailer and or gang box) of the employee's working clothes and working equipment at the work site (provided appropriate receipts are provided).
- The Employer will reimburse the employee for all reasonable losses associated with fire of the employee's belongings and working equipment at a camp site (provided appropriate receipts are provided) to a one-time employee maximum of \$500.00. To qualify for the \$540.00 coverage an employee must submit a list of their personal effects, prior to becoming a resident of the camp, to their Employer.
- 14.2** On abnormally dirty maintenance, revamp and repair work, in which the employee's clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing at no cost to the employee for all employees covered by this Appendix.

APPENDIX NO. 8b

MJA

- 14.3** The Employer will supply all safety equipment as directed by the Manitoba Occupational Health and Safety Act.
- 14.4** The Employer shall supply all hand tools and equipment necessary to complete the job. Employees are required to furnish the following tools:
- | | |
|--|-----------------------------|
| • 1 – pointing trowel | • 2 appropriate hand floats |
| • 2 – 14” trowel | • Spirit Level |
| • 2 – 16” trowel | • 1 – 25’ Measuring Tape |
| • Margin Trowels | • 1 Claw Hammer |
| • 1— ³ / ₄ ” single side edger | • Knee Pads |
| • 1 brush [excluding wash | |

These tools are to be in serviceable condition. The Employer will replace trowels consumed on the job for epoxy work.

- 14.5** Bull floats, rubbing stones, wash brushes, rubber floats, rubber boots for working in wet concrete, and all protective clothing not normally worn by the Employee in their ordinary performance of work shall be supplied by the Employer at no cost to the Employee, and may be allotted on a charge out/refund basis.
- 14.6** The Employee will give their Employer an up-to-date inventory of their personal tools upon arrival on the job site. The Employer may at any time check for the correctness of such inventory.
- 14.7** Following a fire or break-in of the Lock-up, the Employer shall compensate the Employee for any real loss of their tools stored according to this Article.
- 14.8** Tools listed from 14.1 to 14.5 when broken on the job, not through employee negligence, shall be replaced by the Employer provided the broken tool is immediately provided to the Employer at that time.
- 14.9** The Employer shall supply work gloves which are seasonably and job appropriate to their employed Cement Mason.
- 14.10** As a safety precaution no Employee shall be required to work alone on the job outside regular working hours, except on sidewalks, slabs on ground at grade level or areas where, by mutual agreement, no hazard exists.
- 14.11** All safety equipment, except hard hats [for work as defined as Industrial hard hats are supplied by the Employer] and safety boots, required by the OH&S regulations shall be provided to the Employee at no cost. Such safety equipment may be allotted to the Employee on a charge-out/refund basis. Employees shall report for work equipped with safety boots, hard hats for non-industrial work, and, if applicable, prescription safety glasses, which will meet the following standards
- Safety boots shall be CSA approved, Grade 1 [green triangle], in good condition, and at least 6 inches high from the sole of the boot.
 - Prescription safety glasses shall be foam scaled frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.

APPENDIX NO. 8b

MJA

- Any specific requirements in addition to the above shall be required to be detailed as part of the dispatch request.

14.12 The Employer shall provide adequate clean respiratory equipment complete with new filters, a fit test and proper ventilation as required by the relevant Regulations when the Employee is performing a grinding operation or operating gas-powered equipment in an enclosed area.

ARTICLE 15 – FIRST AID

15.1 The Employer shall comply with all provisions enacted by or under the Workers Compensation Board including the requirements to place First Aid Kits supplied on all job sites. Same to be inspected and kept fully supplied at all times by the Employer.

ARTICLE 16 – APPRENTICESHIP AND TRAINING FUND

The purpose of the Apprenticeship and Training Fund [ATF] and Program is to provide Apprentices the opportunity to acquire and improve their skills. The ATF and Program shall be administered by a Board of Trustees with equal representation from the Union and Employers.

16.1 The Employer shall contribute to the ATF as per the applicable wage schedule for each and every hour worked at one dollar (\$1.00) by any employee covered under the terms of this Appendix. Such contributions are to be made by the Employer and no Employer shall deduct such contributions or any part thereof from an employee's wages. Such contributions are a payment in excess of the wage rates set out in this Appendix and do not constitute a payment of wages.

16.2 Upon the wages of an Employee becoming due, the said contributions shall be calculated by the Employer and the gross contributions of the Employer for all hours worked by all employees under the terms of this Appendix in a month, up to and including the last pay period of the said month shall be forwarded by the Employer to the ATF not later than the 15th day of the month following, at such address as is determined by the Trustees from time to time.

APPENDIX NO. 8b

MJA

SCHEDULE "A" – TOTAL WAGE PACKAGE

CEMENT MASON

Effective May 5th, 2025, INCREASE \$1.20 through to May 3rd, 2026

CLASSIFICATION		BASE RATE	VAC PAY & STAT PAY	HEALTH & WELFARE	PENSION	TRAINING	TOTAL WAGE PACKAGE
Journey person		\$40.46	\$4.25	\$2.10	\$6.42	\$1.00	\$54.23
Foreperson (3-man crew + Foreperson)	\$5.00	\$45.46	\$4.77	\$2.10	\$6.42	\$1.00	\$59.75
Foreperson (4-man crew + Foreperson)	\$7.50	\$47.96	\$5.04	\$2.10	\$6.42	\$1.00	\$62.52
General Foreperson	\$15.00	\$55.46	\$5.82	\$2.10	\$6.42	\$1.00	\$70.80
Level 2 (TT) Apprentice	85%	\$34.39	\$3.61	\$2.10	\$6.42	\$1.00	\$47.52
Level 2 No (TT) Apprentice	75%	\$30.35	\$3.19	\$2.10	\$6.42	\$1.00	\$43.05
Level 1 Apprentice	65%	\$26.30	\$2.76	\$2.10	\$6.42	\$1.00	\$38.58

APPENDIX NO. 8b**MJA****Effective MAY 4th, 2026, TO APRIL 30th, 2027 Increase \$1.20**

CLASSIFICATION		BASE RATE	VAC PAY & STAT PAY	HEALTH & WELFARE	PENSION	TRAINING	TOTAL WAGE PACKAGE
Journeyperson		\$41.37	\$4.34	\$2.15	\$6.57	\$1.00	\$55.43
Foreperson (3-man crew + Foreperson)	\$5.00	\$46.37	\$4.87	\$2.15	\$6.57	\$1.00	\$60.96
Foreperson (4-man crew + Foreperson)	\$7.50	\$48.87	\$5.13	\$2.15	\$6.57	\$1.00	\$63.72
General Foreperson	\$15.00	\$56.37	\$5.92	\$2.15	\$6.57	\$1.00	\$72.01
Level 2 (TT) Apprentice	85%	\$35.16	\$3.69	\$2.15	\$6.57	\$1.00	\$48.58
Level 2 No (TT) Apprentice	75%	\$31.03	\$3.26	\$2.15	\$6.57	\$1.00	\$44.01
Level 1 Apprentice	65%	\$26.89	\$2.82	\$2.15	\$6.57	\$1.00	\$39.43

SCAFFOLDER LABOUR COSTS (COMMERCIAL)

May 1, 2025 - April 30, 2026

TOTAL EMPLOYER LABOUR COSTS PER HOUR

Classification	Base Rate	Vacation Pay	Stat Hol Pay	H&W	Pension	CTITF	Ind. Promo	Total Wage Package
Foreman	\$46.51	\$2.79	2.22	\$0.89	\$5.00	\$0.55	\$0.10	\$58.06
Lead Hand	\$43.47	\$2.61	2.07	\$0.89	\$5.00	\$0.55	\$0.10	\$54.69
Certified Journeyman	\$40.44	\$2.43	1.93	\$0.89	\$5.00	\$0.55	\$0.10	\$51.34
Fourth Year / Non-Cert JM	\$36.40	\$2.18	1.74	\$0.89	\$4.50	\$0.55	\$0.10	\$46.36
Third Year	\$32.35	\$1.94	1.54	\$0.89	\$4.00	\$0.55	\$0.10	\$41.37
Second Year	\$28.31	\$1.70	1.35	\$0.89	\$3.50	\$0.55	\$0.10	\$36.40
First Year	\$24.26	\$1.46	1.16	\$0.89	\$3.00	\$0.55	\$0.10	\$31.42
*Pre-Apprentice (JM x 50%)	\$20.22	\$1.21	0.96	\$0.00	\$0.00	\$0.55	\$0.10	\$23.04

TOTAL EMPLOYEE LABOUR COSTS PER HOUR

Classification	H&W	Pension	CTITF	UBCJA	Total Employee Deductions	Monthly Dues	Working / Hourly Dues
Foreman	\$0.29	\$1.00	\$0.10	\$0.05	1.44	\$25.00	<p>Base rate x 3% x <u>all</u> hours worked at regular rate of pay</p> <p>EX: \$40.44 x 3% = \$1.21 x 50 hours worked = \$60.50</p> <p>Carpentry Trade Improvement Trust Fund, Carpenter Industry Promotion Fund, UBCJA, Working / Hourly, and Monthly Dues</p> <p>Mail to: 830 Edgeley Blvd Concord, ON L4K 4X1</p> <p>LU 343 Pension Trust Fund and H&W Trust Fund</p> <p>Mail to: Coughlin & Associates PO Box 764, Winnipeg MB, R3C 2L4</p>
Lead Hand	\$0.29	\$1.00	\$0.10	\$0.05	1.44	\$25.00	
Certified Journeyman	\$0.29	\$1.00	\$0.10	\$0.05	1.44	\$25.00	
Fourth Year / Non-Cert JM	\$0.29	\$1.00	\$0.10	\$0.05	1.44	\$25.00	
Third Year	\$0.29	\$1.00	\$0.10	\$0.05	1.44	\$25.00	
Second Year	\$0.29	\$1.00	\$0.10	\$0.05	1.44	\$25.00	
First Year	\$0.29	\$1.00	\$0.10	\$0.05	1.44	\$25.00	
*Pre-Apprentice (JM x 50%)	\$0.00	\$0.00	\$0.10	\$0.05	0.15	\$25.00	

CARPENTER LABOUR COSTS

May 1, 2025 - April 30, 2026

TOTAL EMPLOYER LABOUR COSTS PER HOUR

Classification	Base Rate	Vacation Pay	Stat Hol Pay	H&W	Pension	CTITF	Ind. Promo	Total Wage Package
Foreman	\$50.60	\$3.17	\$2.28	\$0.83	\$3.69	\$0.45	\$0.10	\$61.12
Lead Hand	\$44.88	\$2.81	\$2.02	\$0.83	\$3.69	\$0.45	\$0.10	\$54.78
Certified Journeyman	\$42.88	\$2.69	\$1.93	\$0.83	\$3.69	\$0.45	\$0.10	\$52.57
Fourth Year / Non-Cert JM	\$37.52	\$2.35	\$1.69	\$0.83	\$3.23	\$0.45	\$0.10	\$46.17
Third Year	\$32.16	\$2.02	\$1.45	\$0.83	\$2.77	\$0.45	\$0.10	\$39.78
Second Year	\$27.71	\$1.74	\$1.25	\$0.83	\$1.11	\$0.45	\$0.10	\$33.19
First Year	\$24.02	\$1.51	\$1.08	\$0.83	\$0.51	\$0.45	\$0.10	\$28.50
*Pre-Apprentice	\$22.33	\$1.40	\$1.00	\$0.00	\$0.00	\$0.00	\$0.10	\$24.83

*Pre-Apprentices are subject to standard employment deductions only. Neither employee nor employer make contributions to CTITF, Pension, H&W for the first 450 hours.

TOTAL EMPLOYEE LABOUR COSTS PER HOUR

Classification	H&W	Pension	CTITF	UBCJA	Total Employee Deductions	Monthly Dues	Working / Hourly Dues
Foreman	\$0.33	\$1.31	\$0.05	\$0.05	\$1.74	\$25.00	<p>Base rate x 3% x <u>all</u> hours worked at regular rate of pay</p> <p>EX: \$42.88 x 3% = \$1.29 x 50 hours worked = \$64.32</p> <p>Carpentry Trade Improvement Trust Fund, Carpenter Industry Promotion Fund, UBCJA, Working / Hourly, and Monthly Dues</p> <p>Mail to: 830 Edgeley Blvd Concord, ON L4K 4X1</p> <p>LU 343 Pension Trust Fund and H&W Trust Fund</p> <p>Mail to: Coughlin & Associates PO Box 764, Winnipeg MB, R3C 2L4</p>
Lead Hand	\$0.33	\$1.31	\$0.05	\$0.05	\$1.74	\$25.00	
Certified Journeyman	\$0.33	\$1.31	\$0.05	\$0.05	\$1.74	\$25.00	
Fourth Year / Non-Cert JM	\$0.33	\$1.31	\$0.05	\$0.05	\$1.74	\$25.00	
Third Year	\$0.33	\$1.31	\$0.05	\$0.05	\$1.74	\$25.00	
Second Year	\$0.33	\$1.31	\$0.05	\$0.05	\$1.74	\$25.00	
First Year	\$0.33	\$1.31	\$0.05	\$0.05	\$1.74	\$25.00	
*Pre-Apprentice	\$0.00	\$0.00	\$0.00	\$0.05	\$0.05	\$25.00	

*Pre-Apprentices are subject to standard employment deductions only. Neither employee nor employer make contributions to CTITF, Pension, H&W for the first 450 hours.