

## MANITOBA JOBS AGREEMENT

Between:

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

Party of the first part

and

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

Party 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")

Party of the third part:

Effective Date: September 8, 2025

Restated Date: January 30, 2026

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**TABLE OF CONTENTS AND INDEX**

<b>PREAMBLE .....</b>	<b>2</b>
<b>ARTICLE 1 PARTIES AND APPLICATION OF AGREEMENT.....</b>	<b>3</b>
<b>ARTICLE 2 DEFINITIONS .....</b>	<b>4</b>
<b>ARTICLE 3 SAVINGS CLAUSE.....</b>	<b>6</b>
<b>ARTICLE 4 SCOPE AND COVERAGE.....</b>	<b>7</b>
<b>ARTICLE 5 NO STRIKE/NO LOCKOUT.....</b>	<b>8</b>
<b>ARTICLE 6 NO CERTIFICATION.....</b>	<b>9</b>
<b>ARTICLE 7 ADMINISTRATION MEETINGS.....</b>	<b>10</b>
<b>ARTICLE 8 TERM OF AGREEMENT .....</b>	<b>11</b>
<b>ARTICLE 9 EQUITY EMPLOYMENT AND WORKFORCE DEVELOPMENT .....</b>	<b>12</b>
<b>ARTICLE 10 UNION SECURITY.....</b>	<b>13</b>
<b>ARTICLE 11 DUES, ASSESSMENTS AND FUND CONTRIBUTIONS.....</b>	<b>14</b>
<b>ARTICLE 12 MANITOBA, BTBC AND UNION REPRESENTATIVES.....</b>	<b>15</b>
<b>ARTICLE 13 SAFETY AND HEALTH .....</b>	<b>17</b>
<b>ARTICLE 14 SEXUAL AND WORKPLACE HARASSMENT AND DISCRIMINATION .....</b>	<b>19</b>
<b>ARTICLE 15 WORK SITE LUNCHROOM/SHELTER AND SANITARY ARRANGEMENTS .....</b>	<b>20</b>
<b>ARTICLE 16 MJA DISPUTE PROCEDURE &amp; CBA GRIEVANCE PROCEDURE.....</b>	<b>21</b>
<b>ARTICLE 17 ADJUDICATION AND TRADE WORK ASSIGNMENTS .....</b>	<b>22</b>
<b>ARTICLE 18 REPORTING TIME.....</b>	<b>25</b>
<b>ARTICLE 19 STATUTORY HOLIDAYS.....</b>	<b>26</b>
<b>ARTICLE 20 HIRING PROCEDURE AND REFERRAL SYSTEM.....</b>	<b>27</b>
<b>ARTICLE 21 LAYOFF .....</b>	<b>30</b>
<b>ARTICLE 22 HOURS OF WORK .....</b>	<b>31</b>
<b>ARTICLE 23 TRANSPORTATION, TRAVEL TIME, AND SUBSISTENCE .....</b>	<b>32</b>
<b>ARTICLE 24 IN CASE OF INJURY.....</b>	<b>33</b>
<b>ARTICLE 25 TERMINATION OF EMPLOYMENT .....</b>	<b>34</b>
<b>ARTICLE 26 APPENDICES, ADDITIONAL CLASSIFICATIONS, REFERENCE AGREEMENTS AND ESCALATION OF APPENDICES.....</b>	<b>35</b>
<b>ARTICLE 27 INTERPRETATION OF THE MANITOBA JOBS AGREEMENT .....</b>	<b>36</b>
<b>ARTICLE 28 ENABLING CLAUSE .....</b>	<b>37</b>

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

Party of the third part:

## **PREAMBLE**

WHEREAS the Government of Manitoba announced the adoption of the Manitoba Jobs Agreement protocol in its 2025 Budget, intended to facilitate a process whereby the development of provisions which constitute a project specific collective agreement, for certain Government funded construction projects throughout Manitoba, will be utilized for the purpose of stimulating economic growth and equitable employment for Manitobans;

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 and reference the applicable provincial ICI Collective Agreements, including the Trade Division Collective Agreements between the Unions and Construction Labour Relations Association of Manitoba (CLRAM), to be applied to all Contractors, Employers, and Employees carrying out construction work under this Manitoba Jobs Agreement;

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 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, the associated CLRAM and other ICI referenced Collective Agreements and any subsequent amendments agreed to in writing between the Parties, including any lawful settlements of disputes that may occur 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 collective agreement as further defined by, Article 26.
- 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 employment relations matters occurring on the Project, in accordance with Article 12 and the requirements detailed within the applicable Appendices hereto.
- 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 2.9, means the automatic revision and application of the rates of pay for the various classifications and all other applicable provisions included in an Appendix (or its renewal thereof), in accordance with Article 26.

- 2.10 Any new classification or new trade fund introduced in a reference Collective Agreement shall only be introduced in a corresponding Appendix of this MJA under the Escalation provisions if:
- a) There is mutual agreement between Manitoba, BTBC and any affected contractor association referenced in an Appendix to introduce the new trade fund or classification; or
  - b) For a new classification only, the provisions of Article 27.2 are followed.
- 2.11 "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.
- 2.12 "Funds Administrator" means a third-party administrator as defined in Article 11.1.
- 2.13 "Grievance" means a formal dispute between a Union or an employee, and a Contractor, as governed by the applicable Appendix.
- 2.14 "Hiring Hall Referral" means a person referred by one of the Unions in response to a Job Order under Article 20.
- 2.15 "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.
- 2.16 "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.
- 2.17 "Manitoba Representative" means an individual appointed by Manitoba, as represented by the Minister of Public Service Delivery for the purpose of assisting with implementation of the MJA, in accordance with Article 12.
- 2.18 "Party(ies)" means Building Trades Bargaining Council and The Government of Manitoba unless otherwise specified.
- 2.19 "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.
- 2.20 "Reference Agreement" or "Collective Agreement" shall mean a specific craft trade collective bargaining agreement between the Union and the CLRAM, the Union and another recognized contractor association, or a stand-alone agreement between the Union and a Contractor, being used for reference purposes, specific provisions of which the Parties have agreed will be incorporated in this MJA in the Appendices (in part or whole).
- 2.21 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, it being understood that any such replacement provision is not applicable to the Reference Agreement or Collective Agreement referenced in the Appendices.

#### **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; or.
  - d) Non-continuous work required on heavy construction equipment covering warranty repairs and technical support for maintenance, and Manitoba/owner-supplied vendor equipment installers.

## **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 during the term of this MJA on a construction site covered by this MJA.
- 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 dispute/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 the BTBC and/or the 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 employees working on any other non-MJA affiliated construction site.
  
- 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 and the applicable Collective Agreement.

## **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 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 Apprenticeship 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 additional information (as specified in writing by Manitoba) that relates to Article 9.
- 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 working dues.
- 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 (10<sup>th</sup>) 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 disputes or 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 and has a current Construction Safety Association of Manitoba COR Safety & Health Certification.
- 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 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:
  - i. the issues discussed;
  - ii. any recommendations of the Safety and Health Committee, and
  - iii. 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:
  - i. In the case of Employees, directly to the Contractor's foreperson or other designate.
  - ii. 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 procedure of the applicable Appendix.

## ARTICLE 16 MJA DISPUTE PROCEDURE & CBA GRIEVANCE PROCEDURE

- 16.1 MJA Dispute Procedure: It is agreed that it is the spirit and intent of this provision to address any specific interpretation issues or disputes between the Parties to this MJA, or any Contractor working under this MJA, as expeditiously as possible. To that end, any such difference or dispute concerning the meaning, interpretation, application, administration or alleged violation of the terms and conditions of the MJA (not applicable to the MJA's Reference Agreements) shall be addressed as follows:

Step 1: The Parties to the MJA and/or the Contractors initially raising the Article 16.1 dispute shall immediately provide a written explanation of the dispute in question with a requested redress being sought to all Parties of the MJA and the Contractor if so involved.

Step 2: Within three (3) working days of the date of the dispute explanation being delivered a meeting (or meetings) will be held to review the interpretation/dispute in question to seek a reasonable and agreeable resolution.

Step 3: If the dispute remains unresolved after the above Step 2 meeting(s), any of the Parties or Contractors involved may, within five (5) working days after the Step 2 meeting(s), refer the matter to one of the following named arbitrators:

Blair Graham  
Colin Robinson  
Kris Gibson  
Freda Steel

The Parties and involved Contractors, if applicable, shall forthwith meet 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 matter in a timely manner, another arbitrator from the list will be selected.

The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have the ability 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 Parties and involved Contractors, if applicable.

- 16.2 CBA Grievance Procedure: A Grievance from any construction trade Employee, the Union or a Contractor/Employer working on a specific MJA job site, concerning any dispute, interpretation, application, operation or alleged violation of one of the MJA's Reference Agreements, shall be addressed in accordance with the specific Grievance and Arbitration procedure set out in an Appendix. Where applicable, it shall be the responsibility of the parties to said Appendix to administer and reasonably manage all such grievances (and specifically it shall not be the responsibility of Manitoba).
- 16.3 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 s. 20 of the Act.

## **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 Reporting time for Current Employees will be as provided by the applicable Appendix.
- 18.2 Save and except for those employees excluded under Article 4, reporting time for Employees who are not members of a Union will be aligned with the Union's Appendix within their particular craft or trade, or reasonably similar craft or trade as determined by the BTBC.
- 18.3 The hours of work on the Project are not guaranteed.

**ARTICLE 19 STATUTORY HOLIDAYS**

- 19.1 Statutory holidays for Current Employees will be as provided by the applicable Appendix.
- 19.2 Save and except for those employees excluded under Article 4, statutory holidays for Employees who are not members of a Union will be aligned with the Union's Appendix within their particular craft or trade, or reasonably similar craft or trade as determined by the BTBC.

## 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.

20.3.1 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.

20.3.2 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.

### 20.4 Current Employees

20.4.1 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).

20.4.2 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.

## 20.5 Other Employees

20.5.1 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.

20.5.2 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.

## 20.6 Employment Reports and Forms

### 20.6.1 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.

20.6.2 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,
- (i) 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.
- (j) Total number of hours worked by Employees who are Manitoban residents during the reporting period;

- k) The time loss injury rate, based on number of full-time workers and hours worked, on the Project to date;
- l) The number of alleged violations filed and stop work orders issued under the WSH Act or WCB Act;
- m) The number of days lost during construction to work stoppages related to labour disruptions on the Project, to date;
- n) Any other Article 20 related information specified by the Government of Manitoba.

20.6.3 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.

20.7 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 and the applicable appendix.

**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.

**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 TERMINATION OF EMPLOYMENT**

25.1 Termination of employment will be as governed by the applicable Appendix.

25.2 Save and except for those employees excluded under Article 4, termination of Employees who are not members of a Union will be aligned with the Union's appendix within their particular craft or trade, or reasonably similar craft or trade as determined by the BTBC.

## **ARTICLE 26 APPENDICES, ADDITIONAL CLASSIFICATIONS, REFERENCE AGREEMENTS AND ESCALATION OF APPENDICES**

- 26.1 Appendices: The wage rates, classifications and other conditions of employment specifically identified in the Appendices shall apply to work under this MJA
- 26.2 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 any affected contractor association as referenced in an existing Appendix, if any and shall indicate the reasons why a new classification is required. The Parties, including any affected contractor association, 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.
- 26.3 Additional Appendices: If for any reason during the life of this Agreement an additional Appendix is required or desired, the BTBC shall provide Manitoba, and any affected contractor association as referenced in an existing Appendix, 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, including any affected contractor association, 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.
- 26.4 Reference Agreements: If during the term of this Agreement, a Reference Agreement ceases to exist, the BTBC, Manitoba, and any affected contractor association as referenced in an existing Appendix, 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.
- 26.5 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 27 INTERPRETATION OF THE MANITOBA JOBS AGREEMENT**

27.1 Interpretation of this MJA (not including the MJA Reference Agreements as set out in Article 16) shall be restricted to Shared Health, the Council, and an arbitrator appointed under the provisions of Article 16. 1 of this MJA.

**ARTICLE 28 ENABLING CLAUSE**

28.1 It is understood and agreed to by the Parties hereto that where a particular Article or Articles of this MJA 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 MJA Parties, and any affected contractor association, as referenced in an existing Appendix, if any, in written form.

**[Signature Page Follows]**

**SIGNATURES TO THE COLLECTIVE AGREEMENT**

SIGNED IN THE PRESENCE OF:

Julia Antyshyn  
Witness:

**THE GOVERNMENT OF MANITOBA**

88 Smackin  
Minister of Manitoba Public Service Delivery  
or designate

DATE: Feb/02/2026

**THE BUILDING TRADES BARGAINING COUNCIL  
("BTBC")**

Julia Antyshyn  
Witness:

Per: TJR  
Representative of BTBC or designate

DATE: Feb 2 / 2026