



June 21, 2026

Manitoba Jobs Agreement (MJA) Addendum and Legal Opinion – Member Summary

In the fall of 2025, the Government of Manitoba (Manitoba) and the Building Trades Bargaining Council (BTBC) signed a document known as the Manitoba Jobs Agreement (MJA).

On or about May 27, 2026, Manitoba and the BTBC signed an Addendum addressing the situation of contractors and subcontractors that have bargaining relationships with unions that are not affiliated with BTBC.

The Winnipeg Construction Association, Manitoba Heavy Construction Association, Construction Association of Rural Manitoba and Merit Contractors Association jointly obtained a legal opinion regarding the interpretation and potential application of the Addendum.

What the Addendum Does

The Addendum introduces new definitions and provisions recognizing that some contractors and subcontractors may already have collective bargaining relationships with unions that are not affiliated with BTBC.

In general terms, the Addendum provides that:

- A "Non-Affiliate Union" is a trade union that is not affiliated with BTBC.
- "Non-Affiliate Bargaining Rights" include bargaining rights arising through certification or voluntary recognition, together with obligations under an applicable collective agreement.
- Employees working within a bargaining unit covered by a Non-Affiliate Union and an applicable collective agreement generally are excluded from the scope of the MJA.
- Where such bargaining rights exist, the applicable collective agreement and Manitoba labour law govern the terms and conditions of employment, and the MJA is not to be interpreted in a manner that displaces or derogates from those rights.
- Work otherwise excluded from the MJA can only be brought back under the MJA through a written agreement involving Manitoba, BTBC, the affected contractor, and the affected non-affiliate union.

Summary of the Legal Opinion

Counsel was asked to provide its interpretation of the Addendum and its impact on contractors and subcontractors that have bargaining relationships with employee associations or unions outside of BTBC.

1. Contractors with Existing Non-Affiliate Bargaining Relationships

The legal opinion concludes that where a contractor has bargaining rights with a qualifying non-affiliate union, whether through certification or legally recognized voluntary recognition, the collective agreement between that contractor and the non-affiliate union generally takes precedence over the MJA with respect to terms and conditions of employment.



The opinion notes that informal employee associations that are not legally constituted trade unions may not qualify for the protections contemplated by the Addendum.

2. Effect on MJA Provisions

The opinion states that where a qualifying non-affiliate collective agreement exists, the terms of that collective agreement and the law would apply, rather than the MJA, including provisions relating to:

- Scope of work;
- Definition of worker and hiring;
- The \$0.85/hour payment;
- The \$0.10/hour payment;
- Wages and benefits; and
- MJA dispute resolution processes.

3. Apprenticeship, Equity and Health & Welfare

The legal opinion indicates that the application of apprenticeship ratio and equity provisions is less certain. It suggests that legislative requirements would continue to apply and that some MJA provisions may still apply where the non-affiliate collective agreement is silent on those matters.

With respect to health and welfare provisions, the opinion suggests that where a collective agreement contains its own health and welfare provisions, those provisions would generally govern rather than the MJA.

4. Subcontractors

According to the legal opinion:

- A subcontractor that also has a qualifying bargaining relationship with a non-affiliate union would likely benefit from the Addendum in the same manner as a contractor.
- A non-union subcontractor would generally remain subject to the MJA.

5. Timing Considerations

The opinion concludes that bargaining rights that existed before the MJA was executed on January 30, 2026 clearly fall within the scope of the Addendum.

The opinion further suggests that bargaining rights established after the MJA was signed, but before a bid is submitted, are also likely covered. However, relationships established after bid submission are viewed as more uncertain.

Key Takeaway

The Addendum appears intended to clarify that contractors and subcontractors with existing bargaining relationships with qualifying non-affiliate unions may continue to operate under those collective bargaining arrangements rather than having those arrangements displaced by the MJA. The extent to which particular MJA provisions continue to apply will depend on the specific circumstances and the terms of the applicable collective agreement.

Important Disclaimer

This summary is provided for general information purposes only and does not constitute legal advice. It summarizes provisions of the Addendum and the legal opinion obtained by WCA, MHCA and CARM. The



application of the MJA and the Addendum will depend on the specific facts, bargaining relationships, collective agreements, project requirements, and circumstances of each contractor or subcontractor.

Members are strongly encouraged to seek independent legal advice regarding their particular situation before making business, labour relations, bidding, or project participation decisions. The legal opinion referenced above was prepared for the associations that requested it and should not be relied upon as a substitute for legal advice tailored to a member's individual circumstances.

Winnipeg Construction Association,
Manitoba Heavy Construction Association,
Construction Association of Rural Manitoba
Merit Contractors Association