



Joint Submission of MCAM and ECAM Manitoba Jobs Agreement Public Service Delivery – Stakeholder Engagement

Submitted By: Ramona Coey

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BACKGROUND

Following the Provincial Government’s announcement of the Manitoba Jobs Agreement (MJA) initiative in Budget 2025, Government signed the Manitoba Jobs Agreement (MJA) with Manitoba Building Trades September 8, 2025.

In response to the Government’s September 16 announcement, MCAM and ECAM formally requested industry consultation, emphasizing that our members construct and maintain essential systems and specialized operations within Manitoba’s vertical infrastructure. Together, our organizations employ 14 critical construction trades, **and authentic engagement with our diverse memberships is essential.**

MCAM and ECAM received an invitation from the Department of Public Service Delivery to participate in a selected stakeholder engagement session to help inform further development of the MJA policy framework. This invitation was accepted with thanks.

Recognizing the diversity of our memberships and acknowledging the sensitivity of the MJA, the MCAM and ECAM Boards convened two joint Special Meetings with broad representation from mechanical, electrical, and sub-contractors across both unionized and open-shop sectors. These meetings focused on a detailed, line-by-line review of the MJA. The objectives were to identify opportunities to influence current and future versions of the Agreement, clarify outstanding questions, highlight gaps, and outline concerns affecting open-shop contractors, union contractors, and the broader industry, without contradicting relevant CBAs relating to items impacting union-contractors.

With this review now complete, MCAM and ECAM look forward to participating actively in stakeholder engagement sessions. We are pleased to provide this joint submission to support continued policy development and remain committed to the most effective path for advancing meaningful change. MCAM and ECAM acknowledge the sensitivity of this public policy across our sectors and remain committed to constructive, solution-based engagement.

In addition, MCAM representatives look forward to meeting with the Honourable Mintu Sandhu, Minister of Public Service Delivery, December 5, 2026. This discussion will focus on the critical role mechanical and electrical contractors play in building Manitoba and the importance of meaningful consultation with MCAM and ECAM on public policies impacting the construction industry.

Mechanical Contractors Association of Manitoba

The Mechanical Contractors Association of Manitoba (MCAM) is a provincial trade association working to represent the unified voice of and provide leadership for the Mechanical Contracting Industry of Manitoba. Established in 1971, MCAM is an autonomous membership driven organization including contractor, manufacturer, supplier, design consultant, business associate and sub-trade contractor members.

MCAM Contractor members reflect the diversity of the industry, union, open shop, urban, rural, service providers and constructors of residential, institutional, commercial, and heavy industrial mechanical systems within Manitoba's vertical infrastructure.

MCAM acknowledges there are at times public policy that may have differing impacts for one sector of the industry over another. Recognizing this sensitivity, the Board of Directors have developed Board Policy and procedures to address such situations. The Manitoba Jobs Agreement has triggered use of this policy.

MCAM values:

- High Professional Standards
- Authentic Transparent Communication and Active Listening
- Diversity of Membership, Workforce and Leadership
- Adaptability
- Growth - Training and Education

Electrical Contractors Association of Manitoba

The Electrical Contractors Association of Manitoba (ECAM) works to unite, represent and lead the Electrical Contracting Industry in Manitoba. Established in 1957, ECAM is an autonomous membership driven organization including contractor, manufacturer, supplier, design consultant, business associate, sub-trade contractor and legacy members.

ECAM Contractor members reflect the diversity of the industry, union, non-union, urban, rural, service providers and constructors of residential, institutional, commercial, industrial, low voltage and data electrical systems within Manitoba's vertical infrastructure.

ECAM values:

- Industry Diversity
- Professional Integrity
- Membership Driven

INDUSTRY REVIEW PROCESS

MCAM and ECAM represent diverse memberships across all sectors of the mechanical and electrical industries. The MJA policy initiative will have varying impacts on our diverse membership sectors. These impacts are left to interpretation. As such the associations agreed to follow the MCAM's policy dealing with sectorial sensitive issues. The Boards convened two joint Special non-mandatory Meetings with broad representation from mechanical, electrical, and sub-contractors across both unionized and open-shop sectors.

The meetings included a detailed, line-by-line review of the MJA. The objectives were to identify opportunities to influence current and future versions of the Agreement, identify outstanding questions, highlight gaps, and outline concerns impacting open-shop contractors, union contractors, and the broader Mechanical and Electrical industry, without intentionally contradicting CBAs relating to items concerning Union Contractors.

OUTCOMES

The following outcomes are provided to help inform further development of the MJA policy framework as well as identify items requiring additional clarification.

ARTICLE 1

- 1.4 – Industry is questioning the intent of this article. Is the intent that the BTBC will serve as administrator of the agreement for trade professionals inclusive of those employees of open-shop contractors who are not union members? Open Shop contractors do not want their trade professionals to be associated with the BTBC or their affiliate unions. Open shop contractors expect Manitoba or their designate through the construction manager to function as administrator.

ARTICLE 2

- 2.2 - The word AND should be AN by our interpretation.
- The definition of Funds Administrator should be expanded to ensure “third party” guarantees full independence. If the interpretation highlighted in 1.4 above is correct, then open-shop contractors do not agree. Open-shop contractors believe the administrator of funds relating to their trade professionals should be qualified as a fully “independent third party”. Also, the process, selection and appointment of the Funds Administrator should be outlined in the agreement and should be the responsibility of Manitoba or their designate through the Construction Manager without involvement of the BTBC or their affiliate unions. Additionally, the reference to article 11.1 should reference responsibilities rather than definition.

- 2.11 – The definition of *Funds Administrator* should be expanded to ensure that the term “third party” clearly denotes full independence. If the interpretation outlined in section 1.4 is correct, open-shop contractors do not concur. Open-shop contractors maintain that the administrator of funds relating to their trade professionals must be qualified as a fully independent third party.

Further, the process for the selection and appointment of the Funds Administrator should be clearly defined within the agreement and assigned to Manitoba, or its designate through the Construction Manager, without involvement from the BTBC or its affiliated unions. In addition, the reference to Article 11.1 should relate to responsibilities rather than definition.

- 2.16 – This definition should be amended to include wording reflecting the Manitoba Site Representative is the representative for onsite trade professionals of open shop contractors relating to Article 12.
- 2.18 – Industry believes the definition of Project should be a generic statement reflecting a dollar amount that would trigger application of the MJA, consistent with historical values rather than a job-by-job basis. As projects qualify, they could be added as appendices rather than amend articles. This would provide a predictable application for the MJA and less confusion for industry. Industry would respectfully request consultation on this dollar amount.
- 2.20 - Delete this Article and move the first idea within the Article “*In this Agreement.....plural unless the context dictates otherwise;*” relating to masculine/feminine and singular/plural to Article 2.8 and the second idea within Article 2.20 “*and reference to a Contractors...unless the context dictates otherwise.*” relating to sub-contractors to Article 2.5.

ARTICLE 4

- 4.1.1 - This is a definition of construction and should be included in Article 2 as a separate definition.
- 4.2.d – The word “*heavy*” should be removed as this may be interpreted limit service work related to civil aspects of the project.

ARTICLE 8

- 8.1 – The second sentence of Article 8.1 should be moved to Article 2 as a definition relating to “Substantial performance of work”.

ARTICLE 10

- 10.2 – Open shop contractors do not believe their employees should pay union dues to a union from which they do not receive or intend to receive benefit.
- 10.4 and 10.4.1 – Non-Union contractors do not want any communication and/or representation of the BTBC and its affiliate unions and their employees. The Manitoba Site representative or designate through the Construction Manager or the contractor representative will communicate with Non-union contractors according to the contractors existing company policies and/or statutes. Specifically with regards to grievances, Article 16 allows for workers to address grievances without representation.

ARTICLE 11

- 11.1 - Union contractors believe this process should be consistent with the CBAs without deviation for contractors' signatory to the CBA.
- 11.1 a - Open-shop contractors recognize the objective of achieving parity across the full-scale labour rate, including training funds, industry promotion funds, health and dental benefits, pension, and other identified burdens. However, their employees should not be required to pay union dues or change providers for existing benefit programs. Such requirements would create undue confusion, potential loss of income, and unnecessary stress for employees. They would also result in additional administrative burden and increased overhead costs for employers who would be required to manage multiple programs or duplicate existing ones.

A practical and equitable solution would be for the Construction Manager to verify that both wage rates and full-scale labour rates meet or exceed those established in the applicable CBAs. Any amounts exceeding a contractor's existing full-scale labour rate would be remitted by the contractor, through the Construction Manager acting on behalf of Manitoba or an independent third-party fund administrator, and applied as intended to additional programming such as training, promotion, retirement benefits, or healthcare spending accounts.

In addition, open-shop contractors already make significant investments in training programs and industry promotion initiatives (MCAM membership being one example) and should retain the ability to allocate these program dollars at their discretion for the duration of the project.

- 11.1 b Open shop contractors do not believe their employees should pay union dues to a union from which they do not receive or intend to receive benefit. Industry believes, "*Initiation Fees*" should be removed from wording.

- 11.1 c. Open shop contractors do not believe funds should be provided to BTBC. Any funds associated with the full-scale labour rate considered as payable by the open shop contractor should be remitted to the Construction Manager or Manitoba Representative. Open shop contractors currently make investments in Health and Welfare, Pension Funds, Training, Industry Promotion memberships etc. Open shop contractors believe assessed burdens should cover existing programming as named by the contractor and confirmed by the Manitoba or Construction Manager representative.
- 11.1.e Open shop contractors believe all funds should be remitted to a Manitoba or Construction Manager representative, or a fully independent Funds Administrator, not a Funds Administrator associated with the BTBC, or affiliate unions or the BTBC and affiliate unions themselves.

ARTICLE 12

- 12.1.a - Open shop contractors do not want the BTBC or the union to represent their employees in terms of this agreement, they want their own company representative to represent their employees.
- 12.2 - Open shop contractors do not want the BTBC to represent their employees in terms of this agreement. They believe the Manitoba or Construction Manager representative should fill this role.
- 12.3 and 12.4 Industry would like to highlight these articles are particularly important.
- 12.5 - See comments relating to 12.2 a.

ARTICLE 13

- 13.5 This article should include the Manitoba Site Representative.

ARTICLE 14

- 14.2 – The reference to “... political affiliation, Union membership ...” should read “... political affiliation, Union or non-union membership ...”

ARTICLE 16

- 16.2 – This article should be moved to definitions.

ARTICLE 17

- 17.1.2 – The Manitoba site representative should be included as well.

- 17.3.2 – Industry believes this item should be removed.

ARTICLE 18

- 18.1 and 18.2 – Industry believes both articles should be amended to read 3 hours maximum.

ARTICLE 19

- 19.1 – Industry believes this article should align with Manitoba General Holidays or the CBAs where they differ.

ARTICLE 20

- 20.2.5 – Industry does not agree with this article. While there is agreement preferential hiring should be provided to Manitoba residents; Industry does not believe preferential treatment should be provided to trade professionals who are union members over trade professionals who are not union members. Preferential hiring requirements for union members create issues for both union and open shop contractors and should be removed from the Manitoba Jobs Agreement.

Open Shop Contractor Concerns:

- This hiring practice reduces an open shop contractor's ability to build a skilled labour force in a strategic and sustainable manner.
- Open shop contractors are at risk of being assigned trade professionals who have demonstrated low productivity.
- If article 12.1 remains unchanged, this promotes the practice of union members being designated Shop Stewards.

Union Contractors Concerns:

- There is a risk of a reduced labour pool, limiting a contractor's access to quality skilled labour.
- Shifting skill set of trades professionals with expanding markets.
- Reduces Union shop contractors' competitive advantage, as open shop contractors may adjust their hiring practices as they now have access to union labour, increasing their ability to scale up to meet labour demands of jobs they may have not otherwise bid on. A traditional benefit of being a signatory contractor.

- 20.2.11 – Job Qualified should be included as a definition within article 2, including a reference to minimum dispatch requirements. Without an explicit definition, this article is open for interpretation by the representative. Additionally, the wording “absolute discretion” should be changed to “reasonable”. Contractors should have the ability to use discretion alongside the construction manager. Industry believes this article as written provides the union with absolute control over the workforce, which they believe should be the responsibility of the Construction Manager.
- 20.2.8 - Contractors are interpreting this as having to share employee information with the union. Contractors do not want to share their employee information with the union. See comments relating to preferential hiring related to article 20.2.5.
- 20.3.1 - Bi-weekly reporting periods or the 15th of the month makes it easier for bi-weekly payroll.
- 20.3.2 - Item c and i are the same. Item i should be removed. The reference to the 10th of the month in the closing paragraph should be changed to the 15th.

ARTICLE 26

- 26.2 – Amend the second sentence from “...within two (2) working days of the date of termination of employment...” to “...at the next regularly scheduled payroll following the date of termination of employment...”
- 26.4 - Amend “...no later than seventy-two (72) hours of ...” to “...at the next regularly scheduled payroll after...”
- 26.5 – Create an additional article “If an employee resigns, that employee will not be able to return to that jobsite or an alternative jobsite for a period of 30 days.”

ARTICLE 27

- 27.4 - Contractors would agree to establishing a replacement method of escalation; however, would agree to retroactive pay relative to the newly negotiated CBA upon receipt of a change order issued by the Construction Manager entitling the contractor to receive wage increases outside the wage scale issued in the appendices during tendering.

ARTICLE 29

- 29.1 – Amend article from “... hardship on a Contractor(s) ...” to “... hardship on a union or open shop Contractor(s) ...”.

Conclusion

Recognizing the diversity of the association memberships and acknowledging the sensitivity of the MJA, the MCAM and ECAM Boards convened two joint Special Meetings with broad representation from mechanical, electrical, and sub-contractors across both unionized and open-shop sectors to form a collective submission. The outcome is an itemized list of questions for clarification, potential gaps as well as concerns impacting open-shop contractors, union contractors, and the broader Mechanical and Electrical industry.

MCAM and ECAM appreciate the opportunity to inform further development of the MJA policy framework through this written submission. This submission is based on a detailed, line-by-line review of the MJA. Comments made on behalf of union contractors or the broader Mechanical and Electrical Industry are not intended to contradict or impact relevant CBAs.

The intent of MCAM and ECAM is to influence current and future version of the Manitoba Jobs Agreement. As such, the associations respectfully request:

- 1. This submission be considered in the preparation of current amendments and future development of the Manitoba Jobs Agreement.***
- 2. A meeting with the MJA team and Strategic Support Services of Capital Project Planning and Delivery be provided to representatives of MCAM.***
- 3. A meeting with the MJA team and Strategic Support Services of Capital Project Planning and Delivery be provided to representatives of MCAM.***

Respectfully Submitted



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