

## COLLECTIVE AGREEMENT

BETWEEN :

FBM CANADA GSD, INC.  
ALSO KNOWN AS FOUNDATION BUILDING MATERIALS A DIVISION OF WINROC  
(hereinafter called the "Employer")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 1059  
(hereinafter called the "Union")

### **CLAUSE 1 - RECOGNITION**

**1.01** The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer working at the City of London, save and except foremen, persons above the rank of foremen, office and sales staff, and those persons regularly employed for not more than twenty-four (24) hours or three (3) days per week and students during the school vacation period.

### **CLAUSE 2 - NO STRIKES OR LOCKOUTS**

**2.01** The Employer and the Union agree that there shall be no strikes or lockouts.

### **CLAUSE 3 - UNION REPRESENTATIVES**

**3.01** The Union shall appoint and the Employer shall recognize one (1) steward to assist employees in presenting their grievance to the Employer. The steward shall only be granted time without loss of pay to assist an employee in preparing and presenting a grievance where it is necessary to do so immediately. Such granting of time shall only be with the Employer's consent.

**3.02** An alternate steward shall be appointed if the regular steward is unavailable due to illness or any other reason.

- 3.03** Business Representatives of the Union shall have access to the Employer's place of business during working hours, provided they report to the Employers office.

**CLAUSE 4 - GRIEVANCE PROCEDURE**

- 4.01** The immediate attention to complaints and grievances is of the utmost importance. Properly constituted grievances may be processed through the following procedures:

**STEP NO. 1**

Within ten (10) working days after the alleged grievance incident, the aggrieved may present the grievance to an immediate supervisor, either in writing or orally.

Should no settlement satisfactory to the aggrieved be determined within five (5) working days, the next step of the grievance procedure may be implemented within five (5) working days following.

**STEP NO. 2**

The aggrieved, through an authorized union representative, may submit the grievance to an authorized agent of the Employer, in writing and the responsible parties shall meet with within five (5) working days following.

Should no settlement satisfactory to the aggrieved be determined within five (5) working days following this meeting, the next step of the grievance procedure may be implemented within five (5) working days following.

**STEP NO. 3**

Should no settlement satisfactory to the aggrieved be determined within five (5) working days following, the grievance may be submitted to arbitration within ten (10) working days following, as provided for in Article 5 Arbitration.

- 4.02** Grievances pertaining to alleged violation of hours of work, rates of pay, overtime, vacation with pay, benefits and other monetary items, must be submitted within three (3) months of such alleged grievance incident and vacation pay must be submitted within twelve (12) months.
- 4.03** Satisfactory judgement of such grievances may be retroactive from the first day of the grievance incident.

**4.04** Employees with less than three (3) consecutive months of employment (probationary employees) may submit grievances pertaining only to alleged violations of monetary matters.

**4.05** The grievance procedure for any employees who claims he has been terminated without just cause, shall be dealt with at Step 2, within five (5) working days after the termination.

**4.06** **STEP NO. 4 ARBITRATION**

Any properly constituted grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly processed through all of the steps of Article 4, but has not been satisfactorily settled may be referred to arbitration, in accordance with the Ontario Labour Relations Act.

**4.07** The Arbitrator shall hold a hearing as soon as possible from the date of receiving a Notice to Arbitrate.

**4.08** The Arbitrator shall, after hearing all of the evidence and submissions from all parties concerned, submit a final and binding decision in writing.

Reasons for the decision need not be given at the time of the decision but shall be provided within a reasonable period of time thereafter.

**4.09** The Arbitrator shall be provided with written records containing details of the grievance, the section or sections of the Agreement which are alleged to have been violated and the requested remedy.

**4.10** The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement; or to substitute any new provisions for any existing provisions; nor to render any decision inconsistent with the terms and provisions of the Agreement.

**4.11** Statutory Holidays, Saturdays and Sundays shall be excluded from the times provided for the various steps. Time limits may be adjusted by agreement of the parties concerned.

**4.12** The Union and the Employer shall equally share any expenses of the Arbitrator.

**CLAUSE 5 - MANAGEMENT RIGHTS**

**5.01** It is agreed that these functions shall not be exercised in an unreasonable manner or inconsistent with the express provisions and intent of this Agreement:

- (a) the right to select, hire and control the working force and employees, to transfer, assign, promote, demote, classify, layoff, recall, suspend, and retire employees; to plan, direct, control and alter all operations; to designate, establish, revise or discontinue departments, to select and retain employees for positions excluded from the bargaining unit;
- (b) the right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, policies and practices, to be obeyed by its employees; to discipline and discharge employees for just cause;
- (c) the right to determine the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; the direction of the working force, the services to be provided; the standards, the description of jobs, the subcontracting of work; the schedule of hours of work and of production; the number of shifts; the necessary composition of delivery crews on the basis of operational and customer service needs, including the assignment of overtime on the basis of seniority within classifications as needed for delivery, the methods, processes and means of testing and standards; quality standards in accordance with its industrial engineering methods, the qualifications of employees; the use of improved methods, technical advancement and equipment whether there shall be overtime and who shall perform such work; based upon management's determination of the delivery crew composition needed, the number of employees needed by the Employer at any time and how many shall work on any job, position and administration of the Employer's pay system; the number of hours to be worked; started and quitting time period and generally, the right to manage the enterprise and its business without interference, are solely and exclusively the right of the Employer.

## **CLAUSE 6 - UNION SECURITY**

- 6.01** As a condition of employment, every employee covered by this Agreement shall within ninety (90) days of the date the employee becomes a union member, the employee shall have obtained all mandatory jobsite certifications required to make jobsite deliveries. This requirement is contingent on the availability of the classes being provided by the Labourers' International Union of North America, Local 1059 Training Trust Fund.
- 6.02** New employees, as a condition of employment, shall become members of the Union within thirty (30) days of hiring and shall remain members for the duration of this Agreement.

- 6.03** The Employer agrees to deduct from the earnings of an employee, the amount of Union and initiation fees established by the Union. The Employer will transmit the monies, so deducted, to the Union office by the fifteenth (15<sup>th</sup>) of the month following the month for which the deductions were made. Union to notify, in writing, the amount to be deducted. A list of names of the employees concerned shall be supplied at the same time.
- 6.04** The Employer agrees that all work covered by the Collective Agreement shall only be performed by bargaining unit employees.
- 6.05** No employee covered by the Collective Agreement, shall as a result of same, receive, suffer or incur any loss or reduction in wages or other benefits or conditions of employment or otherwise.

### **CLAUSE 7 - SENIORITY**

- 7.01** Until an employee has been employed by the Employer for three (3) consecutive months, the employee shall be considered on probation. During this time, the Employer shall have the unfettered right to terminate the employee. This paragraph applies, notwithstanding any other provision of this Collective Agreement.
- 7.02 (a)** Seniority shall be accumulated on the base of length of service with the Employer and shall be accorded to each employee covered by this Agreement. Seniority rights being on the employee's starting date with the Employer after the employee has been employed by the Employer for three (3) consecutive months. In the event of a reduction of the work force necessitating a layoff, the Employer shall apply the principle of ("Last on" - "First off"), provided the remaining employees will have the physical capability, knowledge, skill, ability, efficiency and aptitude to perform the work which is available in a satisfactory and efficient manner. The Employer shall supply the Union representative with a copy of the seniority list upon request.
- (b)** All employees, whom still retain seniority in accordance with the Collective Agreement shall be given the first opportunity to return to work.
- 7.03** Except as provided in Clause 7.04, seniority will not be broken due to absence from employment because of sickness or accident.
- 7.04** An employee shall lose his seniority if he:
- (a)** voluntarily quits the employ of the Employer;
  - (b)** is discharged and not reinstated through the Grievance Procedure;

- (c) is laid off and not re-employed within six (6) months from the date of layoff;
- (d) fails to signify intention to return to work after a layoff within two (2) working days or fails to return to work within five (5) working days after he has been notified by the Employer by registered mail; and
- (e) Is absent from work because of sickness or accident for six (6) continuous months.

**7.05** An employee who is requested to return to work and is not immediately available, may be passed over and a more junior employee may be called instead. Subject to displacement by the more senior employee when he does not report for work within the five (5) days of notification to do so.

**CLAUSE 8 - HOLIDAYS**

**8.01** Seniority employees shall be paid one and one half the employees regular rate of pay for the following holidays provided they work their last scheduled day before and their first scheduled day after the paid holiday, as well as the holiday itself, if scheduled to do so:

- |                                    |             |                  |            |
|------------------------------------|-------------|------------------|------------|
| New Year's Day                     | Good Friday | Boxing Day       | Family Day |
| Victoria Day                       | Canada Day  | Thanksgiving Day |            |
| Civic Holiday                      | Labour Day  | Christmas Day    |            |
| Remembrance Day (Floating Holiday) |             |                  |            |

**8.02** Any employee who wishes to take off Remembrance Day or Truth and Reconciliation Day, because of his or her convictions will be allowed to do so, provided the proper notice is given to the Employer. It is understood that this is not a paid holiday. In lieu of Remembrance Day or Truth and Reconciliation Day, the Employer will provide one (1) paid day off as a floating holiday. The floating holiday date will be at the sole discretion of the Employer. Employees will be paid as per Clause 8.01.

**8.03** Pay for work performed on any of the holidays shall be at one and one half the employees regular rate of pay in addition to the holiday pay.

**CLAUSE 9 - VACATION PAY**

**9.01** Vacation pay shall be based on length of employment (date of hire) in accordance with the following:

- (a) Employees with one (1) to five (5) years of employment shall receive vacation pay equal to four percent (4%) of their gross wages earned and two (2) week's vacation time.

- (b) Employees with five (5) years employment or more shall receive vacation pay equal to six percent (6%) of their gross wages earned and three (3) week's vacation time.
- (c) Employees with ten (10) years or more employment or more shall receive vacation pay equal to eight percent (8%) of their gross wages earned and four (4) weeks' vacation time.

**9.02** Should any holiday occur during an employee's vacation, the employee shall have the choice of an extra day's pay, or day in lieu with pay.

### **CLAUSE 10 - HOURS OF WORK**

**10.01** The regular work week shall consist of forty-four (44) hours per week. After forty-four (44) hours per week shall be considered overtime, and paid at one and one-half (1 ½) times the regular hourly rate.

**10.02** Part-time employees shall mean those persons regularly employed for not more than twenty-four (24) hours or three (3) days per week and students employed during the school vacation period. Part-time employees shall not be hired in order to cause the layoff or reduction in hours of bargaining unit employees.

**10.03** An employee who is required to report to work will be paid a minimum of four (4) hours pay.

**10.04** In the event overtime is to be worked, it shall be the responsibility of the Employer to see that the bargaining unit employees with the most seniority be given the option of such overtime providing they are capable of performing such work. Any Employee required to work twelve (12) hours daily shall be paid a meal allowance of twenty-five dollars (\$25.00)

### **CLAUSE 11 - WAGES**

**11.01** The Employer may pay wages as direct bank deposit no later than Friday of each week for all hours worked in the previous calendar week. A detailed breakdown indicating hours, hourly wage rate, allowances and deductions shall be provided for each deposit.

#### **Classifications:**

**CLASS 1** - Labourer, Yardman, Boom Truck Assistant, Warehouse Worker

Current Rate: \$20.36  
Effective April 1, 2026: \$21.38  
Effective April 1, 2027: \$22.02  
Effective April 1, 2028: \$22.57

**CLASS 2 - Warehouse with Valid Forklift Certificate, Truck Driver with Valid Licence**

Current Rate: \$25.33  
Effective April 1, 2023: \$26.60  
Effective April 1, 2024: \$27.40  
Effective April 1, 2025: \$28.08

**CLASS 3 - Certified Boom Truck Operator with Valid DZ Licence**

Current Rate: \$29.71  
Effective April 1, 2023: \$31.19  
Effective April 1, 2024: \$32.13  
Effective April 1, 2025: \$32.93

All wage increases to be retroactive to April 1st, 2026 and will apply to employee's current hourly rate being paid.

With the addition of CLASS 2 in CLAUSE 11 - WAGES, it is agreed that no employee covered under this agreement shall suffer a reduction in wages by reason of the Agreement reached.

**11.02** Effective April 1, 2017, the Employer upon request of an employee shall have a payroll deduction towards an RRSP plan. The Employer agrees to match dollar for dollar up to a maximum of three percent (3%) of the employee's weekly gross earnings.

**CLAUSE 12 - LAYOFF**

**12.01** The Employer agrees to lay off employees in accordance with the Employment Standards act and further agrees to pay severance and termination pay in accordance with same.

**CLAUSE 13 – BEREAVEMENT PAY & ILLNESS**

**13.01** The Employer will grant a maximum of two (2) days leave-of-absence and two (2) additional days for travelling purposes shall be allowed (if required) following the death of a member of his immediate family (father, mother, spouse, children, brother, sister, grandmother, grandfather, mother-in-law or father-in-law), after completion of one (1) year continuous service. Immediate family shall include legal common-law and adoptive relationships.

**13.02. (a)** In the event an Employee with more than one (1) year of employment with the Employer is unable to work due to illness, and who provides satisfactory medical documentation confirming their inability to perform their duties, shall

continue to have their benefit premium remitted to the Union in accordance with Schedule "A", CLAUSE 4, for a period of up to twelve (12) months from the date the Employee becomes unable to work due to such illness or accident.

(b) Benefit continuation under 13.02 shall cease upon the earliest of:

- i) The Employee's return to active employment;
- ii) The expiration of the twelve (12) month continuation period; or
- iii) The termination of the Employee's employment relationship in accordance with the provisions of this Agreement.

#### **CLAUSE 14 – SCHEDULE "A"**

14.01 Attached hereto and forming part of this Collective Agreement is Schedule "A".

#### **CLAUSE 15 – HEALTH AND SAFETY**

15.01 Should the Employer supply work apparel to its employees, the handling, maintenance and storage of such will be the employees responsibility. The Employer shall supply reflective vests when required.

15.02 Effective on date of ratification, upon receipt of proof of purchase, an employee with one (1) or more years of service shall be reimbursed up to three hundred and twenty-five dollars (\$325.00) per calendar year towards work apparel/footwear. The Employer shall supply reflective vests to employees when required.

**Note:** Effective January 1st, 2028 amount will increase to three hundred and fifty dollars (\$350.00)

15.03 In co-operation with the Employer's overall program of accident control and prevention, the steward or any other employee shall report to their supervisor for immediate investigation of any alleged unsafe conditions, unsafe acts or violation of the Occupational Health and Safety Act. The Employer shall not take any disciplinary action against any employee(s) making such a report.

#### **CLAUSE 16 – EMPLOYER CONTRIBUTIONS AND REMITTANCES**

16.01 Deemed Assignment of Compensation under the Employment Standards Amendment Act, 1991.

The trustees of the employee benefit plans referred to in this Collective Agreement shall promptly notify the Union (or Council) of the failure by an Employer to pay any employee benefits contributions required to be made

under this Collective Agreement and which are owed under the said plans in order that the program administration of the Employees Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation of the Employment Standard Amendment Act, 1991, in relation to the Employees Wage Protection Program.

**CLAUSE 17 - TRAINING**

**17.01 (a)** Where the Employer required an Employee to attend training, orientation, certification or upgrading courses related to the Employee's work or required by law, regulation, policy or job site safety requirements, such time shall be considered time worked.

**(b)** Employees attending required training at the union hall, outside of normal working hours shall be paid at their regular straight-time hourly rate up to a maximum of six (6) hours spent in such training.

**(c)** The Union will facilitate all necessary training and re-certification of Employees, provided they have completed their probationary period.

**CLAUSE 18 - TERMINATION**

**18.01** This Agreement shall remain in effect from April 1<sup>st</sup>, 2026, and shall expire on March 31<sup>st</sup>, 2029, and thereafter shall be automatically renewed for periods of one (1) year, unless within the sixty (60) days prior to the termination date or subsequent anniversary dates thereof, as the case may be, either party shall serve upon the other, written notice of its desire to bargain for a new Collective Agreement.

Dated at London, Ontario, this 30<sup>th</sup> day of March, 2026.

**SIGNED ON BEHALF  
OF THE EMPLOYER:**

**SIGNED ON BEHALF  
OF THE UNION:**

Ruben Mendoza  
\_\_\_\_\_

Perry Thomas  
\_\_\_\_\_

Print Name

Print Name

DocuSigned by:  
Ruben Mendoza  
A19251523E9043F...

Perry Thomas  
\_\_\_\_\_

Signature

Signature

## SCHEDULE "A"

1. Notwithstanding anything on the contrary in the provisions of this Agreement, the benefits and plans of insurance are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The terms of any contract, statute or regulation in respect thereof by any insurance agency or governmental agency, shall be controlling in all matters pertaining to qualifications of employees for benefits there under and in all matters pertaining to the existence and extent of benefits and conditions.
2. The responsibility rests with the employee to complete all eligibility requirements of the existing carriers of all medical, welfare and hospital benefits under this Collective Agreement.
3. Where the Employer discharges or suspends for a least one (1) month an employee who is entitled to coverage and who has completed the probationary period and has filed a grievance disputing such discharge or suspension, benefits set out in the welfare provisions of the agreement shall cease for the employee. The Employer shall, within one (1) week of the discharge or suspension, send by registered mail to the address of the employee on record with the Employer, a copy of this provision of the Collective Agreement, together with the amount of premiums required and the dates when such are due.

The employee may, at his option, reply in writing, within two (2) weeks from the filing of his grievance on the discharge or suspension, to the Employer for continued coverage under this Schedule, and pay to the Employer the amount of any premiums to provide him with the benefits set out in this Schedule during the period subsequent to his discharge or suspension up to the time an Arbitration Board makes a final or binding decision on his grievance, or the end of his suspension, whichever is applicable.

The Board of Arbitration, if the grievance is successful, shall be limited to reimbursement for the employee for welfare to the amounts paid by the employee for coverage maintenance during such aforementioned periods.

4. The Employer agrees to pay the premium, as may be adjusted by LIUNA Local 1059 Benefit Trust Fund and Group Legal Fund from time to time. The Union agrees to notify the Employer and provide documentation of such decision by the Benefit Trust Fund and Group Legal Fund. The Employer agrees to pay, effective April 1<sup>st</sup>, 2026 two hundred and seventy-five dollars (\$275.00), effective April 1<sup>st</sup>, 2027 two hundred and eighty dollars (\$280.00) and effective April 1<sup>st</sup>, 2028 two hundred and eighty-five dollars (\$285.00) per month to the LIUNA Local 1059 Benefit Trust Fund and Group Legal Fund for each non-probationary employee covered by this Agreement. The Employer shall pay such amount no later than the fifteenth (15<sup>th</sup>) of each month. The Employer shall pay such amount on or before the fifteenth (15<sup>th</sup>) of each month.

5. No payments will be made by the Employer on account of the premiums for any month unless the employee concerned was actually at work during that month, with the following exception:

An employee receiving monies for vacation time the employee is entitled to, that for the month concerned, he will be considered at work and the welfare benefits shall be contributed by the Employer.

#### **HARDSHIP CLAUSE**

Where a particular clause, article or provision contained within this Agreement is deemed to cause a hardship on either party, then by mutual consent an exemption or amendment may be made. This must be done with consent in writing of both parties to effect any clause, article or provisions of the Agreement.