

**IN THE MATTER OF AN ARBITRATION UNDER THE *LABOUR RELATIONS*
ACT, 1995 (the “*Act*”)**

B E T W E E N:

**Carpenters District Council of Ontario United Brotherhood of Carpenters and Joiners
of America, Local 1072**

(the “Union”)

and

Flair Woodworking Ltd.

(the “Employer”)

Group/Policy Grievance 01-12-26-GPO

WHEREAS the Union and the Employer are parties to a collective agreement with a term of February 5, 2024 to February 14, 2028 (the “Collective Agreement”);

AND WHEREAS the Union filed a Group/Policy Grievance (01-12-26-GPO) against the Employer claiming that the Employer failed to, *inter alia*, make payments and remittances to the Union, the applicable trust fund(s), and/or the Union’s membership as required by the Collective Agreement (the “Grievance”);

AND WHEREAS the Grievance was referred to arbitration and I was appointed as arbitrator to hear and determine the dispute and a hearing was convened on March 6, 2026 for that purpose;

AND WHEREAS at the hearing the Union requested that I issue an Order directing the Employer to produce documents relevant to the issues in dispute and an Order directing the Employer to pay outstanding contributions, remittances and interest to the Union arising from its breaches of the Collective Agreement;

AND WHEREAS the Employer did not oppose the Orders requested;

NOW THEREFORE, I hereby Order as follows:

1. The Employer is Ordered to pay the following outstanding contributions, remittances

and interest for the period of January 2025 to January 2026 to the Union forthwith:

Description	Amount
Pension Benefits	\$33,532.31
Pension Benefits Interest	\$5,524.79
Health Benefits	\$24,500.00
Union Dues	\$5,650.35
Total:	\$69,207.46

2. The Employer is hereby Ordered to produce the following documentation to the Union by no later than 5 p.m. on May 5, 2026:

1. Copies of all remittance reports for the work months of January 2025 to February 2026 (the “**Delinquency Period**”)
 - a. If reports are missing, an explanation as to why;
2. Copies of all employment records for the Delinquency Period;
3. Copies of all employee timecards for the Delinquency Period;
 - a. If employee timecards do not exist for certain periods of time, or have been removed, an explanation as to why;
4. Copies of all payroll records for the Delinquency Period;
5. Copies of all records of payment for the Delinquency Period, including, but not limited to:
 - a. All unredacted Cheques made by Flair Woodworking Ltd.,
 - b. All unredacted E-transfers made by Flair Woodworking Ltd.,
 - c. All unredacted cash receipts for payments made by Flair Woodworking Ltd.,
 - d. All unredacted Cheques made by other companies to pay members their wages, including, but not limited to, payments made by MAAG Construction Inc. and Scepter Industries Ltd.,
 - e. All unredacted e-transfers made by other companies to pay members their wages, including, but not limited to, payments made by MAAG Construction Inc. and Scepter Industries Ltd.,
 - f. All unredacted cash receipts for payments made by other companies to pay members their wages, including, but not limited to, payments made by MAAG Construction Inc. and Scepter Industries Ltd.,
 - g. For greater certainty, records of payment also include, in addition to the list above, copies of all direct deposit confirmations, EFT records, and any other kind of third-party payments made on Flair Woodworking Ltd.’s behalf;
6. Copies of all banking documents in Flair Woodworking Ltd.’s capacity, including unredacted bank statements showing Flair Woodworking Ltd.’s current accounts;
7. Copies of all tax filings for employee tax deductions during the

Delinquency Period

- a. If tax filings do not match the records of payment, an explanation as to why these filings were made,
- b. For greater certainty, tax filings include, but are not limited to, copies of all source deduction remittance records to the CRA, T4 slips, T4A summaries, records of employment, payroll remittance forms, PD7A forms, CRA payroll account statements, GST/HST filings, CRA notices, CRA assessments, CRA correspondence, CRA arrear notices, CRA compliance communications, WSIB/WCB filings;
8. Copies of all contracts, subcontracts, agreements, invoices, and statements pertaining to bargaining unit work performed during the Delinquency Period;
9. Statements of contractors who owe or will owe monies to Flair Woodworking Ltd.;
10. A statement with details of all projects during the Delinquency Period, and all current and future projects to which Flair Woodworking Ltd. is performing bargaining unit work under an agreement or arrangement with Scepter Industries Ltd.; and
11. Copies of all accounts receivables showing amounts billed, paid, outstanding, or written off for each project during the Delinquency Period and current projects.

Dated at Toronto this 9th day of April, 2026.

“Jesse Kugler”

Jesse Kugler - Arbitrator