

**IN AN ARBITRATION under the *Labour Relations Act, 1995* and
pursuant to a collective agreement**

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(the "Union")

-and-

SABI THORNE HOLDINGS LTD.

(the "Employer")

Grievance dated January 20, 2026

Appearances for the Union: Massimo Di Giovanni

Appearances for the Employer: No one

AWARD

1. This is a grievance, dated January 20, 2026, filed by the Union against the Employer pursuant to the collective agreement between the Utility Contractors' Association of Ontario and the Labourers' International Union of North America, Ontario Provincial District Council, effective May 1, 2025 to April 30, 2028 (the "Collective Agreement").
2. The grievance alleges that the Employer breached the Collective Agreement by failing to make the required monthly remittance contributions for all hours worked by members of the Union in its employ for the work month of December 2025.
3. The hearing of this matter proceeded as scheduled on February 9, 2026. An email notification had been sent to the Employer advising of the scheduled arbitration and start time on January 30, 2026. In accordance with the Union's notice, on February 9, 2026, I sent an email to the Employer providing the Zoom link for the videoconference hearing. No one attended the hearing on behalf of the Employer.
4. At the hearing, Massimo Di Giovanni, the Union's Contribution Control Officer, explained that the Employer is bound to the Collective Agreement by virtue of a Voluntary Recognition Agreement signed by the Union and the Employer on

August 19, 2019. A copy of the Voluntary Recognition Agreement was entered into evidence.

5. Mr. Di Giovanni also submitted into evidence a contribution report filed by the Employer for the month of November 2025 containing information relating to remittances, deductions and contributions under the Collective Agreement for that month, as well as a chart he prepared reflecting the amount claimed by the Union and owed by the Employer for the month of December 2025.
6. The uncontradicted evidence on behalf of the Union is that the Employer owes \$36,240.86 in unpaid remittances, deductions and contributions for the work month of December 2025, together with interest owing pursuant to Articles 21.05, 22.04, and 23.05 of the Collective Agreement in the amount of \$543.61, and costs pursuant to the Expediated Arbitration provisions under Article 12 of Appendix 1 of the Collective Agreement in the amount of \$2,542.50, for a total of \$39,326.97.

Decision

7. Based on the evidence before me, the grievance is allowed and I make the following orders and declarations:
 - (i) I declare that the Employer is bound to the Collective Agreement.
 - (ii) I declare that the Employer has breached the Collective Agreement as set out above, and in the grievance dated January 20, 2026, by failing to make the necessary remittances required for all hours worked by the Union's members for the work month of December 2025.
 - (iii) I order the Employer to, forthwith, pay damages to the Union for the above-noted breaches of the Collective Agreement, in the amount of \$39,326.97.

DATED at Toronto, Ontario, this 9th day of February, 2026.



Maheen Merchant
Sole Arbitrator