

IN THE MATTER OF ARBITRATION PURSUANT TO THE
LABOUR RELATIONS ACT, S.O. 1995, c.1, AS AMENDED
BETWEEN:

LIUNA, LOCAL 183 (The "Union")

-and-

FUSILLO PAVING COMPANY LIMITED (The "Employer")

AND IN THE MATTER OF A GRIEVANCE DATED September 22, 2025

APPEARANCES: Massimo Di Giovanni on behalf of the Union; no one appearing on behalf of the Employer.

1. This is a grievance, dated September 22, 2025, filed by the Union against the Employer pursuant to the collective agreement between the Toronto and Area Road Builders' Association and A Council of Trade Unions Acting as Representative and Agent of the Teamsters' Local Union 230 and the Union, effective on its face from May 1, 2025, until April 30, 2028 (the "TARBA Agreement").

2. The grievance alleges that the Employer breached the TARBA Agreement by failing to make the required monthly contributions for all hours worked by members of the Union in its employ for the work months of August 2025 to November 2025, inclusive.

3. The hearing of this matter was scheduled for 10:00 a.m. on January 23, 2026, at which time no one appeared on behalf of the Employer. The hearing was stood down until 10:30 a.m. at which time it proceeded in the Employer's absence.

4. At the hearing of this matter, Massimo Di Giovanni ("Di Giovanni"), the Union's Contribution Control Officer, testified on behalf of the Union. Di Giovanni introduced into evidence correspondence dated January 14, 2026, that was delivered to the Employer via email at 2:35 p.m. on that same day, to the email address the Employer had

on file with the Union; in that correspondence the Union advised the Employer that the hearing of this matter would proceed on January 23, 2026, at 10:00 a.m. via Zoom videoconference and that a link would be sent to the Employer, in advance of the hearing, that would allow it to join the Zoom hearing. Further, that correspondence advised the Employer that if it wished the Zoom link to be sent to any email address, other than the one it had on file with the Union, it was required to provide the Union with that information 72 hours prior to the hearing date. On January 22, 2026, at 3:24 p.m. my assistant sent a copy of the Zoom invitation for the hearing of this matter to the parties, via email. In the circumstances, I am satisfied that the Employer had sufficient notice of the hearing and that it chose not to participate, for reasons known only to the Employer.

5. Di Giovanni explained that the Employer is bound to the TARBA Agreement by virtue of a Voluntary Recognition Agreement it executed on June 7, 2023; a copy of that Voluntary Recognition Agreement was entered into evidence.

6. Di Giovanni presented self-reported remittance sheets that the Employer filed with the Union's benefits administrator. Those reports, prepared by the Employer, show the total number of hours worked by the Union's members, who were employed by the Employer under the terms of the TARBA Agreement, for the work months of August 2025 to November 2025, and the corresponding remittance amounts the Employer was required to pay. Di Giovanni testified that despite the Employer submitting these remittance sheets it has refused or failed to make the corresponding payments that are required to be made by the TARBA Agreement. Di Giovanni prepared a calculation summary of the damages the Union is seeking in this matter; that summary included remittances, contributions and deductions owing by the Employer plus interest calculated and applied pursuant to Article 22.01 of the TARBA Agreement, as well as the costs of this proceeding pursuant to Article 9 of Appendix "VI" of the TARBA Agreement. That calculation indicates the Employer owes the Union damages totaling \$74,531.17.

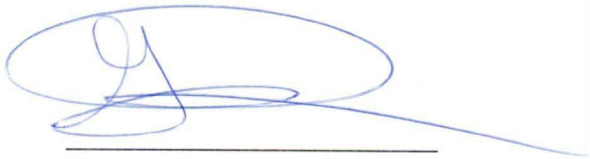
Decision

7. Based on the uncontradicted evidence of Di Giovanni, the grievance is allowed, and I am prepared to do the following by way of remedy:

- a) Declare that Fusillo Paving Company Limited is bound to the TARBA Agreement;

- b) Declare that Fusillo Paving Company Limited has breached the TARBA Agreement as set out above, and in the grievance dated September 22, 2025, by failing to make the necessary remittances required for all hours worked by the Union's members for the work months of August to November 2025, inclusive; and
- c) Order Fusillo Paving Company Limited to, forthwith, pay damages to the Union for the above-noted breaches of the TARBA Agreement, in the total amount of \$74,531.17.

January 23, 2026



Geneviève Debané
Arbitrator