

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-

HUNTLEY INFRASTRUCTURE INC. (The "Employer")

AND IN THE MATTER OF A GRIEVANCE DATED SEPTEMBER 15, 2025

APPEARANCES: Massimo Di Giovanni on behalf of the Union;
Khalil Huntley appearing on behalf of the Employer.

1. This is a grievance, dated September 15, 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 June to December of 2025, inclusive.

3. The hearing of this matter was scheduled for 10:00 a.m. on January 26, 2026. Khalil Huntley ("Huntley"), the principal of the Employer appeared on behalf of the Employer. Massimo Di Giovanni ("Di Giovanni"), the Union's Contribution Control Officer, appeared on behalf of the Union. Prior to the hearing Di Giovanni had prepared a calculation summary of the outstanding amounts owed by the Employer.

4. Huntley advised at the hearing that these calculations where not accurate because the Employer had not employed any of the Union's

members during the work month of December 2025 and that it would send a NIL report. Di Giovanni accepted Huntley's representation and amended the amounts sought in the calculation summary to reflect that there were no amounts owing by the Employer for the work month of December 2025.

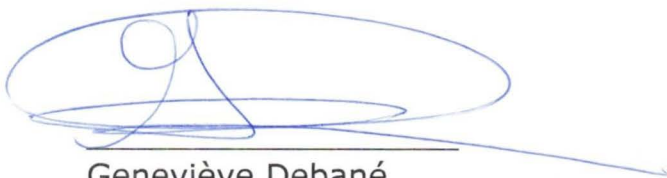
5. At the hearing the parties agreed that the remittances, contributions and deductions owing by the Employer plus interest calculated and applied pursuant to Article 22.01 of the TARBA Agreement, as well as the costs of this proceeding pursuant to Article 9 of Appendix "VI" of the TARBA Agreement are \$73,808.00.

Decision

6. Based on the evidence presented at the hearing, including the agreement of the parties, the grievance is allowed, and I am prepared to do the following by way of remedy:

- a) Declare that Huntley Infrastructure Inc. is bound to the TARBA Agreement;
- b) Declare that Huntley Infrastructure Inc. has breached the TARBA Agreement as set out above, and in the grievance dated September 15, 2025, by failing to make the necessary remittances required for all hours worked by the Union's members for the work months of June to November 2025, inclusive; and
- c) Order Huntley Infrastructure Inc. to, forthwith, pay damages to the Union for the above-noted breaches of the TARBA Agreement, in the total amount of \$73,808.00.

January 23, 2026



Geneviève Debané
Arbitrator