

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-

RICHVALE CONSTRUCTION LIMITED (The "Employer")

AND IN THE MATTER OF A GRIEVANCE DATED November 20, 2025

APPEARANCES:

Massimo Di Giovanni on behalf of the Union; and
Frank Richvale appearing on behalf of the Employer.

1. This is a grievance, dated November 20, 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 October and November 2025.

3. The hearing of this matter was scheduled for 10:00 a.m. on January 23, 2026. Frank Richvale ("Richvale") 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. At the commencement of the hearing Richvale advised that he did not oppose the order sought by the Union. Richvale was hopeful that the Employer would be able to make the required payment within the next two weeks so that the Union would not need to take steps to enforce the Order.

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 \$89,474.28.

Decision

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

- a) Declare that Richvale Construction Limited is bound to the TARBA Agreement;
- b) Declare that Richvale Construction Limited has breached the TARBA Agreement as set out above, and in the grievance dated November 20, 2025, by failing to make the necessary remittances required for all hours worked by the Union's members for the work months of October and November 2025; and
- c) Order Richvale Construction Limited to, forthwith, pay damages to the Union for the above-noted breaches of the TARBA Agreement, in the total amount of \$89,474.28.

January 23, 2026



Geneviève Debané
Arbitrator