

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-

National Traffic Safety Management Inc. (The "Employer")

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

APPEARANCES: Massimo Di Giovanni on behalf of the Union;
Steve Hayes 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 to December of 2025, inclusive.

3. The hearing of this matter was scheduled for 10:00 a.m. on February 10, 2026. Steve Hayes ("Hayes"), a 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. At the hearing Hayes advised that the Employer did not dispute the Union's calculation of outstanding amounts owed.

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 \$25,697.67.

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 National Traffic Safety Management Inc. is bound to the TARBA Agreement;
- b) Declare that National Traffic Safety Management Inc. 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 December 2025, inclusive; and
- c) Order National Traffic Safety Management Inc to, forthwith, pay damages to the Union for the above-noted breaches of the TARBA Agreement, in the total amount of \$25,697.67.

February 10, 2026



Geneviève Debané
Arbitrator