

**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-

1000162853 ONTARIO INC. o/a DIG-IT INC.

(the "Employer")

Grievance dated January 20, 2026

Appearances for the Union: Massimo Di Giovanni

Appearances for the Employer: Craig Cannon and Perry King

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 was scheduled for 10:00 a.m. on March 11, 2026. Craig Cannon and Perry King, the owners of the Employer, appeared on behalf of the Employer. Massimo Di Giovanni, the Union's Contribution Control Officer, appeared on behalf of the Union.
4. Prior to the hearing, Massimo Di Giovanni, the Union's Contribution Control Officer, submitted a voluntary recognition agreement between the parties dated November 25, 2025, the contribution report filed by the Employer containing information relating to remittances, deductions and contributions under the Collective Agreement for work performed during the month of December 2025, and a chart

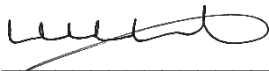
setting out the calculation of outstanding remittances, deductions, and contributions for the work month of December 2025 in the amount of \$9,597.63, together with interest owing pursuant to Articles 21.05, 22.04, and 23.05 of the Collective Agreement in the amount of \$143.96, and costs pursuant to the Expediated Arbitration provisions under Article 12 of Appendix 1 of the Collective Agreement in the amount of \$5,085.00. At the hearing, a copy of these documents was provided to Mr. Cannon and Mr. King and they agreed that these amounts were owing.

Decision

5. Based on the evidence before me, including the agreement of the parties, 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 \$14,826.59.

DATED at Toronto, Ontario, this 11th day of March, 2026.



Maheen Merchant
Sole Arbitrator