

IN THE MATTER OF AN ARBITRATION PURSUANT TO THE *LABOUR RELATIONS ACT, 1995*, S.O. 1995, c.1,
Sched. A (as amended)

BETWEEN

Live to Secure Protective Services Inc. dba LTS Protective Services

“Employer”

AND

United Food and Commercial Workers, Local Union 1006A

“Union”

(collectively, the “Parties”)

CONSENT AWARD

Arbitrator:

Christopher J. Foy

Counsel for the Employer:

Michael Lee and Melina Fazzari

Counsel for the Union:

David Ragni and Bennett Morrison

Heard:

April 9, 2026

Decision:

April 9, 2026

INTRODUCTION

[1] On September 1, 2022, the Employer replaced Paragon Security Ltd. and/or Paragon Protection Ltd. ("**Paragon**") with respect to a contract for security services at two apartment complexes in Toronto, Ontario on behalf of the Medallion Corporation. ("**Premises**")

[2] At the material time, the Union and Paragon were governed by a collective agreement between them. ("**Collective Agreement**")

[3] The Employer claimed it was not bound by the Collective Agreement between the Union and Paragon. Consequently, The Union and the Employer filed their own respective applications with the Ontario Labour Relations Board ("**OLRB**") assigned OLRB Case Nos. 1816-23-R and 1583-24-R regarding ss.69.1 and 69 of the *Labour Relations Act 1995* ("**Act**").

[4] In addition, the Union grieved the Employer's failure to make certain payments which the Union claimed the Employer is obligated to pay pursuant to the Collective Agreement between the Union and Paragon. ("**Grievance**")

[5] On March 6, 2026, the OLRB declared that a sale of business had taken place with respect to the Premises and that the Employer was bound to the Collective Agreement and the renewals thereof between the Union and Paragon effective September 1, 2022.

[6] On March 26, 2026, I was appointed by the Director of Dispute Resolution Services of the Ministry of Labour, Immigration, Training and Skills Development to hear and determine the Grievance pursuant to the Union's request under s.49 of the Act.

DECISION

[7] The Parties met before me for a hearing on April 9, 2026 during which they advised that they had reached an agreed-upon settlement of the Grievance.

[8] The Parties agreed that the Grievance is properly before me. The Parties also agreed that I have jurisdiction to issue this Consent Award.

[9] On the consent of the Parties, I hereby allow the Grievance and issue the following relief:

- i. I declare that the Employer violated the Collective Agreement; and
- ii. I hereby order the Employer to pay to the Union within 60 days of the date of this Consent Award the total amount of \$45,000.00 for all unpaid remittances inclusive of unpaid dues, education, and health and welfare contributions, and inclusive of any applicable RST.

[10] I shall remain seized of any disputes arising out of this Consent Award.

Christopher J. Foy
Arbitrator

Dated this 9th day of April, 2026