

IN THE MATTER OF AN ARBITRATION

BETWEEN

TRI-KRETE LIMITED o/a TKL PRECAST GROUP INC.

(the “Employer”)

and

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506

(the “Union”)

NATURE OF GRIEVANCES

Re: Overtime

BEFORE: Nick E. Milanovic, Arbitrator

APPEARANCES:

For the Employer:

Marc Bombini, Partner TKL Group
Adam Bombini, Partner TKL Group
Shane LeRoux, Field Manager TKL Group
Michael Rensch, HR Manager TKL Group

For the Union:

Ryan Ehrenworth, Counsel
Luis Pimentel, Vice-President, LIUNA, Local 506
Eric Martins, Shop Steward

A hearing in this matter was held May 23, 2025 in Toronto, Ontario.

CONSENT AWARD

1. The Union filed two grievances on or before February 27, 2025, alleging, among other things, that the Employer violated the Collective Agreement, in force January 6th, 2025, to September 30th, 2026, by failing to properly compensate bargaining unit members for overtime during the work weeks of February 10-14 and February 17- 21, 2025.
2. On March 12, 2025, I was appointed to act as arbitrator, in the above noted grievances, pursuant to subsection 48(4) of the *Labour Relations Act, 1995*.
3. On May 23, 2025, a hearing was held into these matters where the Union and the Employer eventually entered into Minutes of Settlement resolving the aforementioned grievances.
4. At the request of the parties, I incorporate these Minutes of Settlement into a Consent Award as follows:

Minutes of Settlement

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506

("Union")

-AND-

TRI-KRETE LIMITED o/a TKL PRECAST GROUP INC.

("Employer")

(collectively, the "Parties")

WHEREAS the Parties are bound to a collective agreement with an effective term from January 6th, 2025 to September 30th, 2026 ("Collective Agreement");

AND WHEREAS the Union filed two grievances dated February 27, 2025, alleging, among other things, that the Employer violated the Collective Agreement by failing to properly compensate bargaining unit members for overtime during the work weeks of February 10-14 and February 17- 21, 2025 (the "Grievances");

AND WHEREAS the Union, on its own behalf and on behalf of its affected bargaining unit members, has indicated its intention to amend the Grievances to include a claim for the tort of misrepresentation, alleging that the Employer made a false statement of fact, knew the statement was false or was reckless as to its truth, intended the Union to rely on the statement, and that the Union suffered damages as a result;

AND WHEREAS the Union has sought to advance these allegations before Arbitrator Nick Milanovic, appointed under section 49 of the Labour Relations Act, 1995, and in accordance with the principles set out in *Weber v Ontario Hydro*, [1995] 2 SCR 929;

AND WHEREAS the Employer contests any breach of the Collective Agreement and/or any liability in misrepresentation;

AND WHEREAS the Parties wish to resolve the Grievances on the following terms, which shall be incorporated into a Consent Order issued by Arbitrator Milanovic;

NOW THEREFORE, the Parties agree as follows:

1. The foregoing recitals are acknowledged as true and accurate and form part of these Minutes of Settlement.
2. These Minutes of Settlement are entered into without prejudice to the Parties' positions and without precedent for any future matters.
3. The Parties shall execute the Letter of Understanding appended to these Minutes of Settlement at Schedule "A".
4. Within 14 calendar days of execution of these Minutes of Settlement, the Employer shall pay to each affected employee listed in Schedule "B" the allocated amount in damages, plus interest at the pre-judgment rate set out in the *Courts of Justice Act*, on account of alleged damages sustained for the tort of misrepresentation.
5. The Employer agrees to indemnify and save harmless the Union from any and all claims, charges, taxes, penalties, or demands arising under the Income Tax Act, R.S.C. 1985, c. 1 (5th Supp.), and/or the Income Tax Act, R.S.O. 1990, c. 1.2, in respect of any amounts payable under these Minutes of Settlement.

6. Arbitrator Nick Milanovic shall remain seized to address any issues arising from the implementation or interpretation of these Minutes of Settlement
7. The Letter of Understanding attached hereto as Schedule "A" and the list of affected employees and allotted damages listed in Schedule "B" form part of these Minutes of Settlement.
8. The Parties agree that they understand the terms herein, that they are entering into these Minutes of Settlement of their own free will and without duress, and have been afforded the opportunity to obtain the appropriate legal advice.
9. These Minutes constitute a binding agreement enforceable per section 48(15) of the Labour Relations Act, 1995.
10. The undersigned represent and warrant that they are vested with the appropriate authority to bind their respective principals.

Dated this 5th day of May, 2025 in Toronto, ON

Schedule "A" Letter of Understanding

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506

("Union")

-AND-

TRI-KRETE LIMITED o/a TKL PRECAST GROUP INC.

("Employer")

(collectively, the "Parties")

WHEREAS the Parties are bound by a Collective Agreement in effect from January 6, 2025, to September 30, 2026;

AND WHEREAS the Parties participated in a mediation on May 23, 2025, in an effort to resolve outstanding issues related to two grievances filed by the Union on February 27th, 2025;

AND WHEREAS the Parties wish to resolve those issues on a without prejudice and without precedent basis through this Letter of Understanding;

NOW THEREFORE, the Parties agree as follows:

1. This Letter of Understanding shall remain in force until the expiry of the Collective Agreement, after which the relevant language shall revert to the status quo ante.
2. This Letter of Understanding is entered into on a without prejudice and without precedent basis, and shall not be relied upon in respect of any other matter between the Parties. More specifically, this Letter of Understanding entered into without prejudice to the Union's position that the current language of the Collective Agreement requires the Employer to include such hours in the calculation of overtime entitlement, and without prejudice to the Union's right to assert that position upon the expiry of this Letter of Understanding.
3. Notwithstanding the foregoing, for the duration of this Letter of Understanding, any hours an employee does not work due to a statutory holiday will not be counted toward the 40-hour threshold for overtime under Article 11.01., unless the employee actually works 40 hours that week.

Dated this 5th day of May, 2025 in Toronto, ON

Schedule "B"

- **Angelo Baso** - \$15.85 (Damages) x 4.0% (pre-judgment interest)= **\$52.48**
- **Arnold Pascua** - \$31.15 x 4.0% (pre-judgment interest) = **\$32.40**
- **Dave Santos** - \$118.40 x 4.0% (pre-judgment interest)= **\$123.14**
- **Doug Ntim** - \$83.80 x 4.0% (pre-judgment interest)= **\$87.15**

- **Eric Martin** - $\$11.13 \times 4.0\%$ (pre-judgment interest)= **\$11.58**
- **Vishalkumar Gandhi**- $\$41.88 \times 4.0\%$ (pre-judgment interest)= **\$43.56**
- **Glenn Miller**- $\$67.41 \times 4.0\%$ (pre-judgment interest)= **\$70.14**
- **Nick Romantchanko** - $\$46.25 \times 4.0\%$ (pre-judgment interest)= **\$48.10**
- **Paul Flynn** - $\$11.71 \times 4.0\%$ (pre-judgment interest)= **\$12.18**
- **Shubin Liu** - $\$22.58 \times 4.0\%$ (pre-judgment interest) = **\$23.48**
- **Stethan Szakacs** - $\$10.06 \times 4.0\%$ (pre-judgment interest)= **\$10.46**

5. It is so ordered.

6. I remain seized and retain jurisdiction to address any issues arising from the implementation or interpretation of these Minutes of Settlement.

Dated this 27th day of May 2025, in Hamilton, Ontario.

“Nick E. Milanovic”

Nick E. Milanovic, Arbitrator