

CONSENT ORDER

Labourers' International Union of North America, Local 183

(the "Union")

- and -

9319577 Canada Inc. o/a Royal Crown Construction

(the "Employer")

**Re: Grievance Dated October 21, 2024; Alleged Breach of September
24, 2024 Minutes of Settlement**

WHEREAS the Union and the Employer entered into a Minutes of Settlement dated September 24, 2024 (the "September MOS");

AND WHEREAS the Union alleged that the Employer had failed to comply with the September MOS by failing to make August 2024 remittances on behalf of Ravinder Dhillon ("Dhillon");

AND WHEREAS on October 21, 2024 the Union filed a grievance against the Employer (the "October Grievance") under the TARBA-Local 183 collective agreement (the "Collective Agreement") alleging that the Employer has violated the Collective Agreement by employing non-union workers to perform bargaining unit work at a project located at Langstaff Road & Huntington Road (the "Langstaff Project");

AND WHEREAS the October Grievance and the alleged breach of the September MOS have been referred to arbitration before me;

AND WHEREAS the hearing concerning this matter was scheduled to commence on May 26, 2025, at which time I heard representations from both the Union and the Employer concerning the matters which they could agree to;

NOW THEREFORE based upon the agreements of the Parties, without having heard any evidence or making any findings concerning the allegations raised in the grievance, I hereby make the following Consent Order with respect to the Grievance and the alleged breach of the MOS:

1. Within one (1) week from the date of this Consent Order, the Employer shall provide to the Union:

- a. All timesheets/time cards/time logs and pay stubs/proofs of payment pertaining to all hours worked by Dhillon in August 2024; and
- b. All timesheets/time cards/time logs and pay stubs/proofs of payment pertaining to all hours worked by Jas Karan and Guru Dave during the course of their employment with the Employer.

2. Within four (4) weeks from the date of this Consent Order, the Employer shall pay to the Union:

a. All remittances owing under the Collective Agreement for work performed by Dhillon in August 2024; and

b. *Blouin Drywall* damages for all hours worked pursuant to the Collective Agreement by Jas Karan and Guru Dave during the course of their employment with the Employer, save and except for their first seven (7) days of employment.

3. Should the Parties not reach an agreement on the amounts to be paid pursuant to paragraph 2 within two (2) weeks of the Union's receipt of the documents required under paragraph 1, the matter of quantum shall be immediately remitted back to Arbitration Ian Anderson to be heard on an expedited basis.

4. The Parties shall each pay fifty-percent of Arbitrator Anderson's total expense.

5. This Consent Order is without prejudice to, and does not limit, the Union's right to grieve/collect any unpaid remittances owing by the Employer to the Union for work performed in or after September 2024 (including unpaid remittances pertaining to work performed by Gagandeep Buttar and Baljeet Brar on the Langstaff Project or any other project covered by the Collective Agreement), or the Employer's right to respond to such grievances/collections issues. For clarity, the Employer agrees that it shall not raise

timeliness objections with respect to grieving remittances for Gagandeep Buttar and Baljeet Brar.

6.This Consent Order represents a full and final resolution of the alleged breach of the September MOS and the October Grievance.

7.I will remain seized as arbitrator with respect to any issues arising out of the interpretation and/or ongoing implementation of this Consent Order including any issues concerning the compliance of the Parties with all of the orders set out herein.

Dated this 26th day of May, 2025.

"Ian Anderson"

Ian Anderson

Arbitrator