

**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-

FUSIONTECH TELECOMMUNICATIONS INC.

(the "Employer")

Grievance dated November 20, 2025

Appearances for the Union: Massimo Di Giovanni

Appearances for the Employer: Cheryl Ramsay

AWARD

1. This is a grievance, dated November 20, 2025, 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 months of October 2025 to December 2025, inclusive.
3. The parties attended the hearing scheduled for this matter on February 9, 2026, by video conference.
4. Prior to the hearing, Massimo Di Giovanni, the Union's Contribution Control Officer, submitted a chart setting out the calculation of outstanding remittances, deductions, and contributions for the work months of October 2025 to December 2025, inclusive, together with interest owing pursuant to Articles 21.05, 22.04, and 23.05 of the Collective Agreement, and costs pursuant to the Expediated Arbitration provisions

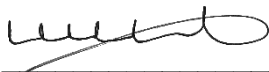
under Article 12 of Appendix 1 of the Collective Agreement. A copy of this chart was provided to Cheryl Ramsay, a representative for the Employer. At the hearing, there was no dispute between the parties that the Employer owed the amounts set out in the chart to the Union.

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 November 20, 2025, by failing to make the necessary remittances required for all hours worked by the Union's members for the work months of October 2025 to December 2025, inclusive.
- (iii) I order the Employer to, forthwith, pay damages to the Union for the above-noted breaches of the Collective Agreement, in the total amount of \$108,634.55.

DATED at Toronto, Ontario, this 9th day of February, 2026.



Maheen Merchant
Sole Arbitrator