

**Via E-File**

September 19, 2025

Ms. Catherine Gilbert  
Director/Registrar  
Ontario Labour Relations Board  
505 University Avenue, 2nd Floor  
Toronto, ON M5G 2P1

Dear Ms. Gilbert:

**Re: Ontario Association of Demolition Contractors (the “Applicant”) and the Labourers’ International Union of North America, Ontario Provincial District Council and its affiliated Local Unions 183, 493, 506, 527, 607, 625, 837, 1036, 1059 and 1089 (the “Responding Party”) and International Union of Operating Engineers, Local 793 (the “Intervenor”)**

**Board File No. 1323-25-R**

We represent the Intervenor, the International Union of Operating Engineers, Local 793 with respect to the above-noted matter.

We are in receipt of the letters to the Board from the OADC and the Labourers, dated September 9, 2025 and September 17, 2025 respectively, in which the OADC and the Labourers object to Local 793’s request to intervene in the OADC’s Application for Accreditation. We provide the following submissions in response to those letters.

1. Contrary to the OADC and the Labourers’ submissions, Local 793 has a direct legal interest in this matter.
2. The bargaining unit applied for by the OADC is with respect to all sectors of the construction industry in the Province of Ontario. That includes the ICI sector. The Labourers have been ministerially designated to represent construction labourers — and **only** construction labourers — in the ICI sector with respect to demolition work. However, the parties to this application – the Labourers and the OADC - take the position that the Labourers hold bargaining rights for the operating engineers’ trade with respect to demolition work in the ICI sector and that the Demolition Agreement is an all-employee agreement in, *inter alia*, the ICI sector, as this has consistently been the position taken by the Labourers and the OADC (at least up until the most recent open period).
3. It cannot be the case that the Labourers’ ministerial designation for demolition is broader than construction labourers. As set out in *Delsan Demolition Limited*, [1993 CanLII 7905](#) (ON LRB), the Labourers previously tried to have their designation for demolition work

expanded to cover all construction employees (which effectively was an attempt to capture operating engineers). The Minister rejected the Labourers' attempts to expand their designation to all construction employees in demolition.

4. The Minister has never amended the language of the demolition designation to cover “all employees”, or to cover both construction labourers and operating engineers, or to make reference to the “operation of cranes, shovels, bulldozers or similar equipment” (which is the language contained in Local 793’s designation). Nor has the Minister ever created an exclusion for the Demolition Agreement in Local 793’s designation, similar to the Formwork exemption.
5. The OADC now seeks accreditation for a unit of demolition contractors for whom the Labourers hold bargaining rights. For the reasons set out herein, and as Local 793 understands, those bargaining rights that the Labourers purport to hold include operating engineers and are therefore unlawful. Similarly, the Provincial Demolition Agreement — which would become the accredited collective agreement as a result of the Board’s accreditation order if the application is successful — would also be unlawful insofar as it applies to operating engineers in the construction industry and is therefore in direct breach of s. 162 of the *Act*. Local 793 is the only trade union that has been ministerially designated to represent operating engineers in the ICI sector (all of the ICI sector – including demolition work in the ICI sector). The parties are attempting to have the Board effectively bless the Demolition Agreement as a valid accredited collective agreement despite the fact that the agreement is unlawful.
6. In its letter dated September 9, 2025, the OADC states that “accreditation applications merely consolidate existing bargaining rights and patterns, they do not create new or expand existing bargaining rights.” Local 793 takes the position that the existing bargaining rights held by the Labourers ought not to be consolidated by the Board, to the extent that they unlawfully include rights for the operating engineers’ trade in the ICI sector.
7. The only authority referred to by the OADC in support of its position that Local 793 does not have a direct legal interest is *Residential Hardwood and Carpet Association*, [2025 CanLII 41080](#) (ON LRB) and is distinguishable from the present proceeding. That case does not deal with the ICI sector (the bargaining unit applied for by the Residential Hardwood and Carpet Association in that matter explicitly excluded the ICI sector), does not deal with the scope of a trade union’s ministerial designations in the ICI sector, and does not deal with breaches of s. 162 of the *Act*.
8. Moreover, Local 793 expressly disputes the Labourers’ assertion that Local 793 has “manufactured a controversy that does not exist” with respect to Local 793’s understanding of what bargaining rights the Labourers purport to hold. The Labourers state that “no party to this application has asserted that the LIUNA Demolition Agreement includes bargaining rights for the *trade* of operating engineers in the ICI sector” and that therefore, Local 793’s understanding of the Labourers and OADC’s position is just something that Local 793 has fabricated.

9. While the Labourers have intentionally not set out what trades they purport to hold bargaining rights for with respect to demolition in the ICI sector, one need only look to the source of bargaining rights documents filed by the OADC in support of the application for an answer. For example, the OADC has included at Tab 5 of its application the Wrecking/Demolition/Asbestos Removal Tie-In Collective Agreement between Delsan-AIM, the Labourers Local 506, and the Labourers OPDC — in which Delsan-AIM recognizes the Labourers as the “sole and exclusive bargaining agent for all construction labourers **and all other persons** performing work within classifications of the [Demolition Agreement].” The agreement is province-wide, all sector. For ease of reference, we have attached a copy of that agreement at **Tab A**.
10. To perhaps state the obvious, in referencing “*all other persons* performing work within the classifications of the [Demolition Agreement]” — separate from construction labourers — it is clear that the intention of the parties to this agreement was to recognize the Labourers as the sole and exclusive bargaining agent for trades other than construction labourers with respect to work performed under the Demolition Agreement. Those “other trades” that the Labourers purport to represent obviously include the operating engineers’ trade. This agreement applies to all sectors of the construction including the ICI sector.
11. For reference, the classifications contained in the Demolition Agreement include classifications that clearly fall within a construction labourers’ bargaining unit (e.g. the “Demolition/HAZMAT worker/Journey person” and “Torch person” classifications), separate and apart from classifications that clearly fall within the operating engineers’ bargaining unit (e.g. the “Heavy Equipment Operators” classification).
12. The language of the Delsan-AIM Collective Agreement of course runs contrary to the position asserted by the Labourers in its letter dated September 17, 2025 that “no party to this application has asserted that the LIUNA Demolition Agreement includes bargaining rights for the *trade* of operating engineers in the ICI sector.” If that were the case, there would be no need for this distinction in the language of the Delsan-AIM Collective Agreement.
13. The Labourers have been intentionally oblique in their submissions. Frankly, they have quite transparently stated that they wish not to set out their position with respect to whether they (improperly) hold bargaining rights for operating engineers performing work under the Demolition Agreement in the ICI sector (as they are well aware that to do so would be in breach of s. 162 of the *Act*). This is not an issue of work jurisdiction, as the Labourers have tried to suggest, but an issue of unlawful representational rights held by the Labourers in the ICI sector.

### **Breaches of Section 162 of the *Act* and Relief Sought by Local 793**

14. Under s. 162(1) of the *Act*, the Labourers can lawfully only make one provincial agreement for each provincial unit that it represents:

**Agency shall make only one agreement**

**162** (1) An employee bargaining agency and an employer bargaining agency shall make only one provincial agreement for each provincial unit that it represents.

15. With respect to the demolition designation, under s. 153(1)(a) of the *Act*, the Labourers are ministerially designated to represent a provincial bargaining unit of “construction labourers engaged in the wrecking, demolition, dismantling or salvage of buildings and structures in the industrial, commercial and institutional sector of the construction industry.” The Labourers have not been ministerially designated to represent anyone other than construction labourers.
16. Under s. 162(2) of the *Act*, the Labourers and the OADC cannot conclude any collective agreement or other arrangement other than a provincial agreement as contemplated under s. 162(1) of the *Act*.
17. Any collective agreement or “or other arrangement” that is not in compliance with s. 162(1) of the *Act* is null and void:

**No agreement other than provincial agreement**

(2) Subject to sections 153, 160.1, 161, 163.1, 163.2 and 163.3, no person, employee, trade union, council of trade unions, affiliated bargaining agent, employee bargaining agency, employer, employers’ organization, group of employers’ organizations or employer bargaining agency shall bargain for, attempt to bargain for, or conclude any collective agreement or other arrangement affecting employees represented by affiliated bargaining agents other than a provincial agreement as contemplated by subsection (1), and **any collective agreement or other arrangement that does not comply with subsection (1) is null and void.**

(Emphasis added).

18. The Demolition Agreement is something other than the type of provincial agreement contemplated by s. 162(1) as it purports to apply to a bargaining unit broader than the provincial unit for which the Labourers have been ministerially designated to represent.
19. Under s. 162(2), the Demolition Agreement is null and void. In practice, where an agreement or arrangement breaches s. 162 of the *Act*, the Board’s typical approach has been to read down the agreement and find the agreement to be null and void to the extent that it breaches s. 162(2): *Larco Industrial Services Inc.*, [2003 CanLII 34008](#) (ON LRB); *Fabcon Precast, LLC*, [2023 CanLII 105589](#) (ON LRB); *C.I.R. Painting and Industrial Coatings Ltd*, [2005 CanLII 5221](#) (ON LRB); *Rockwall Concrete Forming (London) Limited*, [1988 CanLII 3729](#) (ON LRB); *Sikora Mechanical Ltd.*, [1982 CanLII 885](#) (ON LRB).
20. That is the relief sought by Local 793 in its intervention for this matter: that any accreditation issued by the Board in this or any other proceeding ought to expressly exclude from the resulting accredited collective agreement, operating engineers in the ICI sector of the construction industry.

21. Local 793 further notes that the Delsan-AIM tie-in collective agreement is something other than the type of provincial agreement contemplated by s. 162(1) — as it recognizes the Labourers as the sole and exclusive bargaining agent for trades falling outside the Labourers’ ministerial demolition designation in the ICI sector. Accordingly, and pursuant to s. 162(2), this collective agreement is null and void (or alternatively, null and void specifically with respect to trades other than construction labourers in the ICI sector).
22. Local 793 notes that the OADC and the Labourers have not produced the source of bargaining rights for the remaining 57 contractors listed (most of which are collective agreements and not certificates issued by the Board) at Tab 1 of the OADC’s correspondence dated September 4, 2025, so it is unclear whether the language of those agreements mirror the unlawful language of the Delsan-AIM tie-in agreement.
23. We reserve our right to make further submissions.

I trust this to be satisfactory. Should you have any questions or concerns with respect to the foregoing, please do not hesitate to contact the undersigned.

Yours truly,

**GIBSON&BARNES LLP**



Robert Gibson  
RG/pa

- c. I.U.O.E., Local 793, Attention: Ms. Kathryn Bell  
I.U.O.E., Local 793, Attention: Ms. Melissa Atkins-Mahaney  
I.U.O.E., Local 793, Attention: Mr. Kyle Schutte  
I.U.O.E., Local 793, Attention: Ms. Kirsten Agrell  
Crawford Chondon & Partners LLP, Attention: Mr. Jay Rider  
Crawford Chondon & Partners LLP, Attention: Mr. Mike MacLellan  
LIUNA, OPDC and its affiliated Local Unions 183, Attention: Mr. Yu-Sung Soh

Tab *A*

**COLLECTIVE AGREEMENT**  
(WRECKING/DEMOLITION/ASBESTOS REMOVAL  
TIE-IN AGREEMENT)

THIS MEMORANDUM OF AGREEMENT MADE AS OF  
THE 12TH DAY OF MAY, 2010.

**BETWEEN: DELSAN AIM SERVICES ENVIRONNEMENTAUX INC.**  
(hereinafter referred to the ("Employer"))

- and -

**THE LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 506**  
(hereinafter referred to the ("Union"))

- and -

**THE LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, ONTARIO PROVINCIAL  
DISTRICT COUNCIL**, on behalf of its  
affiliated Local Unions.  
(hereinafter collectively referred to the ("The Unions"))

**WHEREAS** the Union is a designated Employee Bargaining Agency  
with respect to employees engaged in wrecking, demolition and asbestos removal;

**AND WHEREAS** a current Collective Agreement is in force between  
the Labourers' Employer and Employee Bargaining Agencies in the industry;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

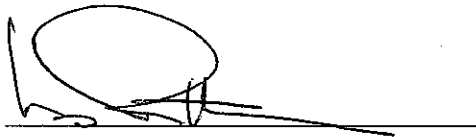
1. The Employer recognizes the Union as the sole and exclusive  
bargaining agent for all construction labourers and all other persons performing work  
within the classifications of the Collective Agreement hereinafter referred to in its employ  
in the Province of Ontario.

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2. The Employer and the Union agree to be bound by and parties to the current Collective Agreement in force between the Union and the Ontario Association of Demolition Contractors' Inc., including all renewals thereof. The Employer acknowledges that it is familiar with all of the terms, conditions and provisions of said Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Agreement to be signed by its duly authorized Representatives as of the date and year first written above.

**SIGNED ON BEHALF OF THE  
EMPLOYER:**



(please sign)

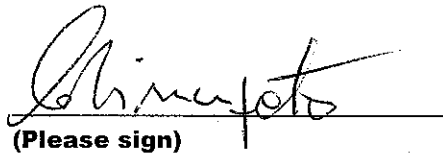
I have authority to bind  
the Corporation

**LORENZO RAPATTONI, Vice President**

(please print)

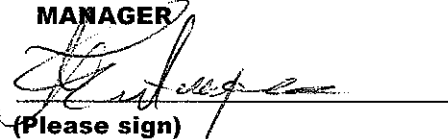
I have authority to bind  
the Corporation

**SIGNED ON BEHALF OF THE  
UNION:**



(Please sign)

**CARMEN PRINCIPATO, BUSINESS  
MANAGER**



(Please sign)

**BUSINESS REPRESENTATIVE  
JACK EUSTAQUIO**

**ADDRESS, TELEPHONE AND FAX  
NUMBERS OF THE EMPLOYER:**

10760 A, HENRI-BOURASSA EST

MONTREAL, QUEBEC, H1C 1S9

TEL: 514-494-9898

FAX: 514-494-7014

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