



**L.I.U.N.A.  
Ontario Provincial  
District Council**

1315 North Service Rd. E.  
7th Floor, Suite 701  
Oakville, ON  
L6H 1A7

Tel: (289) 291-3678  
Fax: (289) 291-1120  
www.liunaopdc.ca

---

Jack Oliveira  
*Business Manager*

Luigi Carrozzi  
*Secretary-Treasurer*

Joseph S. Mancinelli  
*President*

Carmen Principato  
*Vice-President*

Robert Petroni  
*Recording Secretary*

Brandon MacKinnon  
*Executive Board Member*

Terry Varga  
*Executive Board Member*

---

*Affiliated Local Unions:*  
183 Toronto-Oshawa-  
Kingston  
493 Sudbury  
506 Toronto  
527 Ottawa  
607 Thunder Bay  
625 Windsor  
837 Hamilton  
1036 Sault Ste. Marie  
1059 London  
1089 Sarnia

# LIUNA!

September 17, 2025

YU-SUNG SOH  
Tel: 289-291-3678 Ex. 353  
Fax: 289-291-1120  
ysoh@liunaopdc.org

**E-FILED**

**ONTARIO LABOUR RELATIONS BOARD  
505 University Avenue, 2nd Floor  
Toronto, Ontario M5G 2P1**

**Attention: Ms. Catherine Gilbert, Director/Registrar**

Dear Ms. Gilbert:

**Re: Ontario Association of Demolition Contractors Inc., (Applicant)  
v. The Labourers' International Union of North America, Ontario  
Provincial District Counsel and its affiliated Local Unions 183,  
493, 506, 527, 607, 625, 837, 1036, 1059 and 1089, (Responding  
Party)**

**OLRB File No. 1323-25-R (Accreditation)**

---

We are counsel for the responding party, the Labourers' International Union of North America, Ontario Provincial District Council and its affiliated Locals ("LIUNA").

LIUNA supports the Ontario Association of Demolition Contractors' ("OADC") request that the Board deny the request by the International Union of Operating Engineers, Local 793 ("Local 793") for standing to intervene in this accreditation application.

For all of the reasons identified by the OADC, Local 793 has no direct legal interest in this matter. Its intervention constitutes an abuse of the Board's process, brought solely for collateral and improper purposes.

Local 793's submission manufactures a controversy that does not exist, even by its own account. The central basis for its request for standing is found at paragraph 5 of Schedule A of its intervention (emphasis added):

The parties to this accreditation application, as we understand it, take the position that the bargaining rights held by the Labourers in respect of its demolition contractors and the scope of the provincial collective agreement between the Labourers Union and the Ontario Demolition

*Feel the Power*



Contractors Association covers, *inter alia*, operating engineers in the ICI sector of the construction industry. This is the collective agreement that would become the accredited collective agreement should the Board grant accreditation in this proceeding.

To be clear, 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. Nor does Local 793 claim that LIUNA holds such bargaining rights. Further, no one claims there is an overlap between the two trades' respective designations in the ICI sector.

As the OADC has previously noted, the proposed bargaining unit is limited to employers of employees for whom LIUNA holds bargaining rights engaged in demolition work. An accreditation application does not expand nor alter the bargaining rights themselves, only the manner in which such bargaining rights are organized.

Instead, Local 793 merely “understands” that the parties may interpret the Demolition Agreement as “covering” operating engineers. In other words, Local 793 seeks standing based on its belief that parties to a collective agreement to which it is a stranger might interpret that agreement differently than it does. It seeks to insert itself into these proceedings to compel the Board or the parties to explicitly declare an interpretation that aligns with its own, despite the fact that this interpretative issue does not naturally arise in this application and is completely unnecessary to its disposition.

Moreover, Local 793's use of the term “covers” is a textbook example of equivocation—a logical fallacy in which a term with multiple meanings is used ambiguously to support a flawed argument. The phrase “covers operating engineers” could mean either that the bargaining unit includes the trade of operating engineers in the ICI sector, or that the agreement covers the work of operating equipment. As the Board has repeatedly emphasized, there is a “critical difference” between bargaining rights and work jurisdiction, and these concepts must remain distinct (see *PCL Constructors Canada Inc.*, 2014 CanLII 10697 (ON LRB) at paras. 47–52, <https://canlii.ca/t/q645m>).

Local 793's intervention deliberately blurs this distinction in an attempt to secure standing. Its true objective is to elicit an explicit exclusion from the Board that it can later use to bolster its work jurisdictional claims. This intervention wastes the Board's time and resources on a non-existent issue, and is plainly intended to gain an improper strategic advantage in future proceedings.

For these reasons, LIUNA respectfully requests that the Board reject Local 793's request for standing in this matter.

Sincerely,



Yu-Sung Soh  
Senior Legal Counsel  
YS:dds

c: **LiUNA, OPDC**, Attention: Jack Oliveira, Paul Hickey, Michael Mancinelli, Saranjit Singh Cheema and Shaun Rae

**LiUNA, Local 183**, Attention: Jack Oliveira, Graham Williamson and Legal Department

**LiUNA, Local 493**, Attention: Mike Ryan

**LiUNA, Local 506**, Attention: Carmen Principato and Ryan Ehrenworth

**LiUNA, Local 527**, Attention: Luigi Carrozzi and Andree Maltais

**LiUNA, Local 607**, Attention: Terry Varga

**LiUNA, Local 625**, Attention: Robert Petroni

**LiUNA, Local 837**, Attention: Riccardo Persi

**LiUNA, Local 1036**, Attention: Wayne Scott

**LiUNA, Local 1059**, Attention: Brandon MacKinnon and Lauren Donohue

**LiUNA, Local 1089**, Attention: Tony Valenti

**Crawford Chondon & Partners LLP**, Attention: Jay Rider and Mike MacLellan (Email: [jrider@ccpartners.ca](mailto:jrider@ccpartners.ca) and [MMacLellan@ccpartners.ca](mailto:MMacLellan@ccpartners.ca))

**Gibson & Barnes LLP**, Attention: Robert Gibson (Email: [rgibson@gibsonandbarnes.ca](mailto:rgibson@gibsonandbarnes.ca))