



February 27, 2026

E-FILED

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

Dear Registrar Gilbert:

**Re: Crane Rental Association of Ontario (Applicant) v
International Union of Operating Engineers, Local 793 (Responding Party)
Application for Accreditation (Construction Industry)
OLRB File No. 2973-24-R; Our File No. 5324-25**

1. As you are aware, we are counsel to the International Union of Operating Engineers, Local 793 with respect to the above-noted matter.
2. In accordance with the Board's Decision of December 15, 2025, I write to provide Local 793's submissions in respect of the request to intervene in these proceedings made by the Labourers' International Union of North America, Locals, 183, 493, 506, 527, 607, 625, 837, 1036, 1059 and 1089 (the "Labourers").
3. In its January 30, 2026 submissions, the Labourers ask the Board to grant it standing on the basis of two grounds: first, it asserts it has a direct legal interest in the Application, and in the alternative, it asks that the Board grant it *amicus curiae* status. The Labourers do not have a legal basis for and should not be granted standing to intervene in this Application on either ground. Local 793 requests that the Board dismiss the Labourers' intervention and deny the Labourers standing to intervene in this proceeding.

The Labourers Do Not Have a Direct and Legal Interest in this Application

4. The Labourers submit that they have standing to intervene in this Application because the Labourers' direct legal interests are affected by this Application. Specifically, it argues that this

Application directly affects the Labourers' bargaining rights with the employers on the CRAO's list of affected employers (the "affected employers"), which it asserts it holds pursuant to the Formwork Agreement.

5. Even if this were true (which Local 793 disputes, as addressed below), the Labourers do not have standing to intervene on the basis of the Board's well-established principle that the determination of this Accreditation application can neither create bargaining rights that did not previously exist nor diminish any current bargaining rights. The Labourers do not have a direct and legal interest because its bargaining rights (to the extent that it has any bargaining rights with the affected employers) cannot be affected in the way it asserts. We address the Labourers' arguments in this respect below.

The Labourers Do Not Hold Bargaining Rights for the Affected Employers

6. The Labourers base its claim to a direct legal interest on its submission that the Labourers, as constituent members of the Formwork Council of Ontario, have bargaining rights for employees of the employers on the CRAO's list of affected employers when they perform concrete forming work in the ICI sector and in the residential sector of the construction industry. This is not true.
7. The Labourers make this claim on the basis of the bargaining rights documents produced by the CRAO, and attached at Tab C to the Labourers' submissions, which create bargaining rights for Local 793 *vis-à-vis* the affected employers, and which bind the affected employers to a number of agreements to the extent of Local 793's bargaining rights, which are in every case for the Operating Engineers' craft unit only: the operation of cranes, shovels, bulldozers and similar equipment.
8. None of the bargaining rights documents relied upon by the Labourers create bargaining rights for the Formwork Council or for the Labourers. The Formwork Council is not a party to any of these agreements, nor is the Labourers. The affected employers therefore are not and cannot be bound by the Provincial Formwork Agreement *vis-à-vis* the Labourers.
9. The Board has previously rejected that the notion that either Local 793 or the Labourers can act as the agent for the Formwork Council or the other union without their knowledge. See, for

example, the Board's comments in *Tyger Construction Inc.*, [2001 CanLII 20094 \(ON LRB\)](#), where the Board rejected the Labourers' argument that Tyger was bound to the Formwork Council despite a provision in which the Employer agreed to recognize and be bound by the terms and conditions of various applicable collective agreements (which the Labourers argued included the Formwork Agreement). In *Tyger*, the Board noted that the provision relied upon by the Labourers for the creation of bargaining rights under the Formwork Agreement did not stand alone and in particular, noted that it occurred **after a recognition clause that created bargaining rights for the Labourers**. The Board found that Tyger had agreed to apply the terms and conditions of the Formwork Agreement, but that this was distinct from the Formwork Council having bargaining rights with Tyger.

10. In the case of each of the bargaining rights documents relied on by the Labourers, the pick-up of the Formwork agreement occurs after a recognition clause creating rights for a craft unit of operating engineers. The affected employers have agreed to apply the terms and conditions of the Formwork Agreement to the bargaining rights held by Local 793, but this is distinct from the Formwork Council holding bargaining rights with the effected employers.
11. The Labourers do not dispute that it represents only the construction labourer employees working under the Formwork Agreement. The Labourers do not represent the operating engineer employees working under that Agreement. The bargaining rights documents upon which the Labourers rely do not create bargaining rights for construction labourers, pursuant to the Formwork Agreement or otherwise. The Labourers have produced no source of bargaining rights for any affected employer that was entered into by either the Labourers or by the Formwork Council.
12. It must also be noted that the Labourers' position that the Formwork Council holds bargaining rights for the affected employers is a completely new position that is disingenuous and misleading in that it completely contradicts the practice of all of the relevant parties over many years. As the Board is well aware, the Ontario Formwork Association was accredited in 2008. The scope of that accreditation is "all employers of employees **engaged in concrete forming construction for whom The Formwork Council of Ontario has bargaining rights** in the Province of Ontario in the industrial, commercial and institutional sector and residential sector of the construction industry". In the course of the accreditation proceedings, the parties all

agreed there were 55 employers that should appear on the list of employers of employees for whom the Formwork Council held bargaining rights coming within the bargaining unit. Of those 55 employers, not a single one is an employer impacted by the CRAO accreditation application, even though almost every single one of the affected employers has operated in the manned crane and equipment rental business in Ontario for over thirty years. The accreditation certificate granted to the Formwork Association, in which none of the CRAO affected employers are listed, is attached at Tab B of the Labourers' submissions, and the Formwork Agreement, in which none of the CRAO affected employers are listed, is attached at Tab A of the Labourers' submissions. Had any party to the Formwork Agreement, or the affected employers, believed that the affected employers were bound by the Formwork Agreement, those employers would have been given notice of and been listed as employers affected by the Formwork Association's accreditation application. They were not.

13. The Labourers, as a constituent member of the Formwork Council, have never before sought to enforce the Formwork Agreement as against the affected employers. The Formwork Association, which has withdrawn its proposed intervention in this matter, has also never before sought to enforce the Formwork Agreement with respect to the affected employers, nor has it ever sought to bargain on behalf of these affected employers.
14. The Labourers did not believe at the time of the Formwork accreditation, and cannot genuinely believe now, that the Formwork Council holds bargaining rights for any crane and equipment rental company working under Schedule A of the Operating Engineers PCA. If that is in fact the position the Labourers now seek to pursue, Local 793 submits that the Formwork Accreditation must be reconsidered by the Board in light of the Labourers' new position on which employers ought to have been properly included in the list of affected employers therein.
15. To the extent that the affected employers are bound to apply the Formwork Agreement with respect to operating engineers performing work falling within the scope of that agreement, in practice, those bargaining rights have not been applied to any work performed by the affected employers falling within the scope of the instant Application, as the industry practice for over 50 years has been that all crane and equipment rental work is distinct work performed under Schedule A of the Operating Engineers' PCA. In any event, the application of bargaining rights

in respect of operating engineers is irrelevant to the question of the Labourers' bargaining rights or standing.

Even If the Labourers Held Bargaining Rights for the Affected Employers, It Does Not Have a Direct and Legal Interest

16. In the alternative, even if the Formwork Council (and not only Local 793) holds bargaining rights with the affected employers, which is expressly denied, such bargaining rights have not once been enforced over 50 odd years and the Board should determine them abandoned. Without prejudice to the foregoing, even if the Board determines such bargaining rights exist and have not been abandoned, any Labourers' bargaining rights would not be impacted by this Application, which can neither expand nor diminish bargaining rights currently held by any union.

17. The Board addressed the test for a proposed intervention in an accreditation application in the accreditation application of the Ontario Formwork Association, when the Carpenters' employer and employee bargaining agencies sought to intervene in that application. The Board summarized that request for intervention as follows: "The intervenors seek standing because both the employees and employers they represent engage in concrete forming construction as do the employees represented by the responding party and the employers that are members of the applicant and would be encompassed by the accreditation order the applicant seeks." (*Ontario Formwork Association v. Formwork Council of Ontario*, [2007 CanLII 52341 \(ON LRB\)](#)).

18. The Board in *Ontario Formwork Association* framed the issue of standing to intervene as follows:

In order to determine whether either or both of the intervenors have standing, it is necessary to assess whether this accreditation proceeding could affect their rights under the Act or any collective agreements by which they are bound. At the outset, it must be emphasized that an accreditation application, unlike an application for certification, involves only employers of employees for whom a trade union or a council of trade unions holds bargaining rights. A certificate of accreditation neither creates bargaining rights for that trade union or council nor diminishes the bargaining rights of any other trade union.

19. The Board went on to engage in a thorough discussion of the potential for overlap between the rights of the Formwork Council and the Carpenters' Employee Bargaining Agency. The Board acknowledged that overlap does at times exist, and that such overlap can lead to jurisdictional disputes. However, importantly, the Board found that this situation existed before accreditation was applied for and that accreditation would not alter that landscape in any way, concluding that "the intervenors would therefore not be legally affected, nor would their bargaining rights be impacted by the accreditation order the applicant seeks encompassing an employer bound by both the intervenor's collective agreement and the collective agreement between the applicant and responding party."

20. The Labourers' request to intervene in the instant case is also analogous to the facts in *Wood Mill Work & Trim Owners Assn of Ontario (cob Trim Assn of Ontario)*, [2003] OLRD No 178 (attached at **Tab 1**), in which the Board dismissed the attempt by the Labourers to intervene in an accreditation application made in respect of employers for whom the Carpenters held bargaining rights. The Board wrote in that case:

Since LIUNA cannot, by definition, as it conceded, represent employers of carpenters for whom the responding party holds bargaining rights, no employer for whom it has bargaining rights comes within the bargaining unit claimed by the applicant to be appropriate. [...] The claim for status made by LIUNA in this case is analogous to a third party union seeking to intervene in a certification application in order to protect its work jurisdiction when the work performed by the employees in the bargaining unit is work normally done by both the applicant union and the union seeking to intervene. If the union seeking to intervene does not represent an employee in the bargaining unit, then it does not have status to intervene.

21. The Labourers are not legally affected by the instant Application because the accreditation application is limited to the employers with whom Local 793 has a collective bargaining relationship. If an employer is bound by both the Formwork Agreement with the Formwork Council and to Schedule A of the Provincial Collective Agreement negotiated between the CRAO and Local 793, any overlap in those bargaining rights already exists. An accreditation order will not detract from the bargaining rights held by the Formwork Council, nor will it add to the bargaining rights held by Local 793. As the Board has repeatedly found, an accreditation order cannot expand the bargaining rights of the responding party. The Board recently confirmed this principle in *Ontario Association of Demolition Contractors Inc.*

v 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, [2026 CanLII 8505 \(ON LRB\)](#).

22. Any overlap or conflict in bargaining rights complained of by the Labourers is pre-existing and will not be altered or expanded by an accreditation order. For example, the Labourers assert that the bargaining unit description covers specific work that is claimed by both the LIUNA Locals and the IUOE under the Formwork Agreement, including but not limited to the use of concrete pumps in the construction industry. Again, we note that the Labourers have never before made a claim to work performed by the affected employers and all such work (including the operation of concrete pumps) has been performed under Schedule A of the OE PCA. However, any imagined jurisdictional conflict preexists and will not be altered by an accreditation of the CRAO for all of the reasons discussed in the Board's jurisprudence noted above.
23. Further, to the extent that there is any concern about the hypothetical overlap between the Formwork Agreement and the CRAO's Agreement with Local 793, the bargaining unit description for the accreditation order exempts from the applied-for unit all employers bound by and performing work under the Formwork Agreement, even further reducing the chances of conflict or jurisdictional disputes.
24. The Labourers' statement that "allowing this Application to proceed without granting the LIUNA Locals intervenor status would permit a determination that strips the LIUNA Locals of their bargaining rights under the Provincial Formwork Agreement without ever affording them an opportunity to be heard" is patently false. The Board's determination in this application cannot have that effect because the Board cannot create or diminish bargaining rights in an accreditation application. If the Labourers' complaint is that it wishes to now enforce bargaining rights *vis-à-vis* the affected employers for construction labourers under the Formwork Agreement, which it has allowed to lay dormant for 50 years, it is open to the Labourers to attempt to enforce those rights in a proceeding relating to the Labourers' bargaining rights or jurisdiction. This is not such a proceeding.

25. For all of these reasons, Local 793 submits that the Labourers' intervention should be dismissed for lack of standing.

The Board Should Not Grant *Amicus Curiae* Standing

26. The Labourers ask the Board, in the alternative, to grant it standing to intervene on an *amicus curiae* basis. Local 793 opposes this request.

27. The Board in *Electrical Power Systems Construction Association v The IBEW Electrical Power Council of Ontario representing the following affiliated Local Unions 105*, [2019 CanLII 13696 \(ON LRB\)](#), noted that “the Board has rarely granted a party the status to intervene on [an *amicus curiae*] basis, and does not appear to have done so previously in an accreditation application”.

28. The factors considered in granting of *amicus curiae* status are whether a party has “special knowledge and expertise of the subject matter” and is “in a position to place the issues in a slightly different perspective” (*Peel (Regional Municipality) v. Great Atlantic & Pacific Co. of Canada Ltd. (C.A.)*, [1990 CanLII 6886 \(ON CA\)](#)). Neither of these factors are present here.

29. Like in the Board's decision in the *EPSCA v IBEW* accreditation, denying CUSW's request to intervene on an *amicus curiae* basis, the instant case is not a constitutional case, nor is it a case that affects the rights of anyone other than the persons who are immediate parties to it. The Board held that the issues in the EPSCA accreditation were specific factual determinations that did not deal with “important issues of general statutory policy”. The same is true here.

30. The Board in *EPSCA v IBEW* noted that the Board has found that in the absence of exceptional circumstances “it is difficult to see how an institutional party like a trade union or employer (or employer association) that is otherwise a stranger to the proceeding is in a position to offer the Board greater assistance on a legal issue than the institutional parties that are properly before it”, citing *The State Group Inc.*, [2018 CanLII 57501 \(ON LRB\)](#).

31. These are precisely the circumstances of the Labourers' request. The Labourers, as a constituent member of the Formwork Council (just as Local 793 is a constituent member of the Formwork

Council), is not in a unique position to offer a different perspective, nor does it have special knowledge and expertise of the subject matter that is required by the Board, an expert tribunal that is well-versed in adjudicating accreditation applications, or which cannot be provided by the parties to this Application. To the contrary, the positions advanced by the Labourers – and we reiterate this intervention request is not made by the Formwork Council, but the Labourers, a third party, competitor union – are simply self-serving objections to this Application. Additionally, as the submissions of the proper intervenors to this Application, Pumpcrete Corporation and Aurora Concrete Pumping Ltd., highlight, the Labourers submissions are largely duplicative of issues raised by Pumpcrete and Aurora, who have standing as employers affected by this application to participate. We submit that there is no basis upon which the Board ought to grant the Labourers *amicus curiae* standing in this matter.

The Labourers’ Other Objections to the Application

32. In the Labourers’ January 30, 2026 submissions, it advances several arguments about the merits of the Application, specifically with respect to the appropriateness of the bargaining unit description, including its assertions that the bargaining unit seeks to carve out work from the Formwork Agreement, that the bargaining unit attempts to expand bargaining rights, that there is no “bargaining space” for this application because the work it covers is entirely captured under other accredited agreements, that the CRAO has no history of bargaining a collective agreement with the IUOE, that the exclusion of the Formwork Agreement from the bargaining unit description is insufficient, and that this application is part of a scheme by IUOE to undermine the Formwork Council.
33. None of these arguments are relevant to a determination of the Labourers’ standing to intervene. While we dispute all of the Labourers’ positions and submissions on these issues, and will address many of these arguments in the litigation of the merits of the Application as they have also been raised by the proper intervenors to this matter, even if any of these complaints had merit (which is denied) they do not establish a direct and legal interest on the part of the Labourers, nor a basis for *amicus curiae* standing.

34. The Labourers are a stranger to the collective agreement between Local 793 and the CRAO. It is unclear to us how it purports to advance any arguments about the negotiation or application of that agreement, but in any event, it has no standing to do so.

Conclusion

35. For all of the foregoing reasons, we ask the Board to dismiss the Labourers' proposed intervention in this matter.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

Yours truly,



Kathryn Bell
Legal Counsel
International Union of Operating Engineers, Local 793

cc. *Jeremy Schwartz and Natalie Caballero, Stringer LLP*
Jim McKeown, Mathews, Dinsdale & Clark LLP
Kristaq Lala, Ben Katz, and Hong Hua (Emily Li), Goldblatt Partners LLP
Melissa Atkins-Mahaney, IUOE Local 793, Labour Relations Manager
Caitlin Hanak, IUOE Local 793, Legal Counsel

TAB 1

Wood Mill Work & Trim Owners Assn. of Ontario (c.o.b. Trim Assn. of Ontario)

Ontario Labour Relations Board Decisions

Ontario Labour Relations Board
BEFORE: Harry Freedman, Vice-Chair

January 20, 2003

File No. 0170-02-R

[2003] O.L.R.D. No. 178

Wood Mill Work & Trim Owners Association of Ontario (c.o.b. as Trim Association of Ontario), Applicant v. Carpenters & Allied Workers Local 27 United Brotherhood of Carpenters and Joiners of America, Responding Party v. Labourers' International Union of North America; Toronto & District Carpentry Contractors Association, Intervenors

(16 paras.)

Appearances

Joseph Liberman, for the applicant. Norm Jesin and Jack Slaughter, for the responding party. Daniel Randazzo, for the Labourers' International Union of North America. M.E. Geiger and Mauro Angeloni, for the Toronto & District Carpentry Contractors Association.

DECISION OF THE BOARD

1 This is an application for accreditation under section 134(1) of the Act. Both the Labourers' International Union of North America ("LIUNA") and the Toronto & District Carpentry Contractors Association ("T&DCCA") filed interventions in this proceeding. The applicant, in correspondence among the parties and copied to the Labour Relations Officer assigned to this matter but not all of which was sent to the Registrar, raised objections to the intervenors being given status to participate in this proceeding. As a result, the Registrar issued a notice of hearing in which the purpose of the hearing was described as "... considering the evidence and representations of the parties with respect to all matters relating to the status issue of the Application for Accreditation, Construction Industry." The Chair of the Board authorized me pursuant to section 110(14)(a) of the Act to sit alone to hear and determine this matter.

2 When the hearing convened, I was advised by the parties that they all understood and accepted that the only issue that was to be dealt with at the hearing before me was the status of LIUNA and the T&DCCA to participate as parties in this proceeding.

3 After receiving the submissions from counsel for LIUNA, the applicant and the responding party, I advised the parties that I did not need to hear from counsel for the T&DCCA, as I was satisfied that the T&DCCA did have status to participate as a party in this proceeding but that LIUNA did not, and provided the parties with brief oral

reasons for that decision. I indicated to the parties that I would be issuing a written decision more fully setting out my reasons for that decision.

4 LIUNA sought to intervene on the basis that the contractors it represents and the contractors with whom it has bargaining rights may well be affected by this proceeding. Although the applicant seeks to represent only employers who are bound to a collective agreement with the responding party and who are engaged in the residential low rise trim carpentry industry, LIUNA submits that the nature of that segment of the construction industry is characterized by a large number of small independent contractors, dependent contractors, piece workers and employees. LIUNA was concerned that the carpentry dependent contractors, piece workers and employees it represents might well hold themselves out as employers and thereby be caught by the applicant's accreditation order. LIUNA suggested that the contractors it represents performing residential low-rise work might be dependent contractors, pieceworkers or employees on one project and claim to be employers on a different project. LIUNA submits that it has a real interest in ensuring that its bargaining rights are not affected by these proceedings.

5 The applicant's proposed bargaining unit is limited to employers in respect of whom the responding party holds bargaining rights for any carpenters those employers engage or employ. LIUNA conceded and the responding party submitted that if an employer using carpenters were bound by a collective agreement with the responding party that is applicable to carpenters, then LIUNA would not have bargaining rights in relation to carpenters for that employer. Similarly, if LIUNA has a collective agreement applicable to carpenters with an employer, then the responding party would not have bargaining rights for carpenters in respect of that employer and more importantly, that employer would be excluded from the applicant's bargaining unit.

6 LIUNA suggested that it ought to be permitted to intervene so as to ensure the accuracy of the employer lists used by the Board to determine whether the applicant is entitled to receive the accreditation order it seeks.

7 Since LIUNA cannot, by definition, as it conceded, represent employers of carpenters for whom the responding party holds bargaining rights, no employer for whom it has bargaining rights comes within the bargaining unit claimed by the applicant to be appropriate. It is up to the immediate parties to the proceedings to attempt to agree upon the lists or for the Board to determine the composition of the lists. The claim for status made by LIUNA in this case is analogous to a third party union seeking to intervene in a certification application in order to protect its work jurisdiction when the work performed by the employees in the bargaining unit is work normally done by both the applicant union and the union seeking to intervene. If the union seeking to intervene does not represent an employee in the bargaining unit, then it does not have status to intervene.

8 Since the bargaining unit claimed by the applicant to be appropriate would exclude any employer with whom LIUNA has a collective agreement applicable to carpenters in the low-rise trim carpentry portion of the residential sector, I am satisfied that there was no proper basis for permitting LIUNA to intervene. I find that it does not have status to intervene and therefore its intervention in this proceeding is dismissed.

9 The T&DCCA represents in collective bargaining its members that are engaged in residential construction in the province of Ontario. The T&DCCA has a collective agreement with the responding party. Counsel for the applicant claimed that the T&DCCA did not have a sufficient interest in this proceeding because the T&DCCA has, in effect, ceded control over bargaining in relation to low rise trim carpentry portion of the residential sector of the construction industry to the applicant. The applicant relies on section 3.04 of the collective agreement between the T&DCCA and Local 27 in which it is agreed "If an employer performs work covered by any of the following collective agreements to which the Union is a party, such work shall be performed under that Agreement:". The list of agreements that follows includes "Low-Rise trim carpentry (Trim Association of Ontario) Collective Agreement".

10 Counsel for the applicant quite properly conceded that the bargaining rights held by the T&DCCA in respect of its members overlap with the bargaining rights the applicant wishes to obtain through accreditation. There is no doubt that an individual employer for whom Local 27 holds bargaining rights in the residential sector of the construction industry would have standing to participate in this proceeding. The applicant claims that since its

accreditation application relates to that portion of the residential sector of the construction industry in which the T&DCCA has no interest, as evidenced by its preparedness to leave the terms and conditions under which its members work in that portion of the sector to the applicant, it ought not to be permitted to intervene in respect of that portion of the sector. The applicant claims that the appropriate bargaining unit in an accreditation application must be reflective of the pattern of collective bargaining that takes place in the segment or sector of the construction industry that is affected by the accreditation application. Since residential low-rise trim carpentry is of no interest to the T&DCCA, there is no reason for it to be given status to intervene, the applicant argues.

11 The T&DCCA has not abandoned its bargaining rights in respect of its members who work in the residential low-rise trim carpentry portion of the construction industry. It has, in my view, simply accepted as a matter of collective bargaining that its members will work under terms and conditions of the applicant's collective agreement when engaged in low-rise trim carpentry work. More importantly, there is nothing in the T&DCCA collective agreement that provides its members are bound by the applicant's collective agreement. Rather, it appears to me that the terms and conditions of the applicant's collective agreement are incorporated by reference into the T&DCCA agreement with the T&DCCA continuing to hold bargaining rights for its members for all work they do in the residential sector of the construction industry.

12 I am prepared to accept that the Board must have regard to the pattern of collective bargaining in place at the time an application for accreditation is filed when determining the description of the appropriate bargaining unit. (See INDEPENDENT PLUMBING & HEATING CONTRACTORS ASSOCIATION, [1987] OLRB Rep. May 734 at 739.) Nevertheless, the fact that the appropriate bargaining unit will be limited to a segment of the construction industry in which the T&DCCA is content to have its members work under the terms and conditions of the applicant's collective agreement incorporated by reference in its collective agreement does not result in either the T&DCCA giving up its bargaining rights in relation to that segment of the construction industry, nor to leading me to conclude that its interests, as demonstrated by the bargaining rights it has for its members that clearly will be affected by this proceeding, need not be considered in this proceeding.

13 Counsel for the responding party suggested, in support of the applicant's submissions, that it was rather curious and inconsistent for the T&DCCA to take the position that the applicant has no status as an employers' association but yet at the same time is prepared to accept that it can enter into a collective agreement with the responding party and incorporate the terms of that collective agreement into its own agreement with the responding party.

14 Even if the T&DCCA is taking inconsistent positions, which I do not necessarily accept, that does not, in my view, affect its right to participate in this proceeding. The position taken by the T&DCCA with respect to the status of the applicant is a matter that will have to be addressed when it comes time for the Board to deal with the merits of this application, including whether the applicant is an employers' organization within the meaning of sections 126(1) and 136(3) of the Act and whether the applicant is entitled to accreditation under section 136(2).

15 This application is referred to the Registrar.

16 This panel of the Board is not seized with this matter.