

March 13, 2026

**E-FILED**

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

Dear Ms. Gilbert:

**Re: Crane Rental Association of Ontario v. International Union of Operating Engineers, Local 793 - OLRB Case No. 2973-24-R**

1. We are counsel to the Intervenors, Labourers' International Union of North America, Locals, 183, 493, 506, 527, 607, 625, 837, 1036, 1059 and 1089 ("LIUNA"), with respect to the above-noted matter.
2. We write to reply to the submissions of the Crane Rental Association of Ontario ("CRAO") and the International Union of Operating Engineers, Local 793 (the "IUOE") dated February 27, 2026.
3. LIUNA repeats and relies on its Intervention dated June 25, 2025 and submissions dated January 30, 2026, and further submits as follows:

**DIRECT LEGAL INTEREST**

**This Application Directly Affects LIUNA's Bargaining Rights**

4. LIUNA, as a constituent union of the Formwork Council, is directly affected by this Application. This Application seeks to create an accredited agreement that overlaps with the accredited collective agreement (the "Formwork Agreement") between the Formwork Council of Ontario (the "Formwork Council") and the

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Ontario Formwork Association. This undermines the Formwork Council's bargaining rights and contravenes sections 55 and 140 of the *Act*.

5. The IUOE is a constituent union of the Formwork Council but supports this Application. This is because this Application would give the IUOE bargaining rights in the non-ICI sector of the construction industry that it cannot otherwise obtain. It would allow the IUOE to rely on Schedule "A" of its Provincial Agreement to claim bargaining rights that conflict with the Formwork Agreement and all other accredited collective agreements binding on the IUOE.
6. This Application not only undermines the Formwork Council but also directly targets LIUNA's bargaining rights under the Formwork Council. The IUOE and the CRAO are seeking an accreditation order covering employers who are already parties to and bound by the full terms of the Formwork Agreement. LIUNA, as a constituent union of the Formwork Council, has the right to enforce the Formwork Agreement and protect its bargaining rights under it. This Application attempts to prevent LIUNA from enforcing those rights against contractors that are subject to this Application, even though they are already parties to and bound by the Formwork Agreement.
7. In addition, LIUNA seeks to protect the Formwork Council's bargaining rights. The accreditation order sought in this Application would overlap with the Formwork Council's bargaining rights and, in turn, LIUNA's bargaining rights. As constituent trade unions of the Formwork Council, LIUNA must be able to intervene to defend those bargaining rights. This includes defending the Formwork Council's bargaining rights and the rights LIUNA holds as part of the Formwork Council with employers who are parties to and bound by the Formwork Agreement. It also includes defending the scope and application of the Formwork Agreement in the

construction industry. There cannot be another collective agreement between the IUOE and any employer covering the same work as the Formwork Agreement in the residential sector of the construction industry.

8. Arbitrators have found that potential interference with a party's rights under a collective agreement to be a legal interest. In *Tribrik Masonry Limited*, 2025 CanLII 33209 (ON LA), <https://canlii.ca/t/kblt5> [*Tribrik*], Brick, Masons Independent Union of Canada, Local 1 ("BMIU") filed a grievance against Tribrik Masonry Limited ("Tribrik") under the Brick Agreement between the BMIU and MCAT. LIUNA Local 183 filed a request to intervene. The MCUTV, LIUNA Local 183, and the BMIU are parties to a collective agreement with MCAT (the "MCUTV Agreement"), which applies to the residential sector.
9. Arbitrator Slaughter granted LIUNA standing to intervene. He found that the grievance affected LIUNA's legal interests because it could interfere with its rights under the MCUTV Agreement. It could affect LIUNA members' ability to obtain work and earn income (paras. 28–30). Arbitrator Slaughter also noted that LIUNA's presence "will add something of significance to this proceeding" and "will provide a particular perspective unlikely to be articulated or presented by any of the other parties to the proceeding" (para 30).
10. The Board should follow the same reasoning here. This Application affects LIUNA's rights under the Formwork Agreement in the non-ICI sector of the construction industry. LIUNA members, who are also members of the Formwork Council, could lose work and income. In *Tribrik, supra*, Arbitrator Slaughter recognized this type of interference as a substantive legal interest. Therefore, LIUNA has a legal interest in this Application and ought to be granted standing to intervene.

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11. Moreover, as in *Tribrik, supra*, LIUNA will add something of significance to this proceeding and provide a perspective unlikely to be articulated by any other parties.
12. *Residential Hardwood and Carpet Association v Labourers' International Union of North America*, 2025 CanLII 41080 (ON LRB), <https://canlii.ca/t/kc045> [*Residential Hardwood*] is distinguishable from the case at hand. In *Residential Hardwood*, the Carpenters and their corresponding employer bargaining agency, the RFCAO, intervened in the Residential Hardwood and Carpet Association's accreditation application. The Residential Hardwood and Carpet Association's respondent union is LIUNA Local 183. The Carpenters and RFCAO claimed that the applied-for bargaining unit overlapped with RFCAO's accreditation order and collective agreement. The Board rejected that argument, noting that "the potentially overlapping accreditation certificates relate to different unions" (para 29).
13. Likewise, *Ontario Formwork Association*, 2007 CanLII 52341 (ON LRB), <https://canlii.ca/t/1v112>, *Wood Mill Work & Trim Owners Assn of Ontario (cob Trim Assn of Ontario)*, [2003] OLRD No 178, *Masonry Contractors' Association of Toronto*, 2018 CanLII 121996 (ON LRB), <https://canlii.ca/t/hwnw0> [MCAT], and *Ontario Association of Demolition Contractors Inc.*, 2026 CanLII 8505 (ON LRB), <https://canlii.ca/t/kj23x> [OADC] all involve potentially overlapping accreditation certificates relating to different unions.
14. Here, the overlapping accreditation orders do not relate to different unions. Rather, they both bind the IUOE and affect LIUNA. The IUOE is the responding union in this Application. It is also a constituent union of the Formwork Council. As a constituent union of the Formwork Council, by the operation of the *Act* and through collective bargaining, the IUOE is party to and bound by the full terms and

conditions of the Formwork Agreement. The accreditation order that the CRAO seeks would apply to concrete forming work, which is already covered by the Formwork Agreement. In fact, this Application, brought at a time when there is a clear conflict between the IUOE and LIUNA, serves only one purpose: to undermine the Formwork Agreement and establish a competitor accredited agreement.

15. Thus, if the Board accredits the CRAO, then the IUOE would be bound to two competing accredited collective agreements that cover concrete forming work in the residential sector. This is precisely the concern the Board identified in *Residential Hardwood* (para 29).
16. If an employer whose employees are represented by the IUOE performs concrete forming work in the residential sector in the Province of Ontario, the only applicable collective agreement is the Formwork Agreement. The IUOE cannot enter into another collective agreement with any employer for that work because doing so would violate the *Act*. The same applies to LIUNA.
17. In the ICI sectors, the Formwork Agreement can coexist with LIUNA's and IUOE's respective ICI agreements despite any overlap. This is because LIUNA and the IUOE's respective ICI ministerial designations contain a "formwork exemption."
18. However, no such exemption exists in the residential sector. Therefore, the Formwork Agreement is the only agreement that the IUOE and LIUNA could be bound to for concrete forming construction in the residential sector. Neither the IUOE nor LIUNA is allowed to enter into another collective agreement with an employer when it comes to formwork work in the residential sector.

19. At a minimum, LIUNA has standing to advance the position set out above. The issue directly affects what collective agreements the IUOE may enter into for concrete forming work in the residential sector of the construction industry. This also directly affects LIUNA as a constituent union of the Formwork Council. As long as the IUOE remains a constituent member of the Formwork Council, it cannot bargain or enter into a competing collective agreement covering the same work.

### **Accreditation Creates Jurisdictional Conflict**

20. The IUOE (para 21) argues that any overlap between the Formwork Agreement and Schedule “A” of the IUOE’s Provincial Collective Agreement already exists. Accreditation will not alter any pre-existing jurisdictional conflict. This is incorrect.
21. Any overlap can only legitimately exist in the ICI sector. The overlap in the ICI sector is permitted because both LIUNA and the IUOE’s ministerial designations contain a “formwork exemption.”
22. There is no such exemption in the residential sector or any other sector of the construction industry. Any overlap in bargaining rights in those sectors would therefore be contrary to the *Act*. This issue alone gives LIUNA standing to argue that there cannot be another collective agreement between the IUOE and any employer covering concrete forming work in the residential sector in the Province of Ontario.
23. In addition, this Application seeks to create a construction collective agreement in the non-ICI sectors of the construction industry where none previously existed. There is no evidence that Schedule “A” of the IUOE’s Provincial Collective Agreement has ever been recognized as an independent collective agreement in the non-ICI sectors of the construction industry or otherwise. On the contrary,

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Article 29.1 of the IUOE's Provincial Collective Agreement states that **all schedules** attached thereto "are incorporated into and form part of this Collective Agreement" [Emphasis Added]. In other words, the IUOE's Provincial Collective Agreement itself makes clear that its Schedule "A" is not an independent collective agreement.

24. Moreover, Schedule "A" of the IUOE's Provincial Collective Agreement pertains to non-construction work. The WHEREAS clause of the IUOE's Provincial Collective Agreement states that the parties wish to establish a collective agreement for "employees of Employers engaged in the construction industry as defined in the Labour Relations Act **and equipment rental** within the Province of Ontario" [Emphasis Added]. The parties clearly did not consider equipment rental to be construction work, otherwise this separate reference to "equipment rental" would be unnecessary.
25. Granting the current Application transforms Schedule "A" of the IUOE's Provincial Collective Agreement into an independent accredited collective agreement in the non-ICI sectors of the construction industry. This is contrary to the *Act* and the explicit expressions in the IUOE's Provincial Collective Agreement.
26. The IUOE cannot offer employers a different collective agreement as an alternative to the Formwork Agreement. The IUOE is party to and bound by the Formwork Agreement. It cannot lawfully enter into any other collective agreements covering concrete forming work in the residential sector of the construction industry.
27. LIUNA, as a constituent member of the Formwork Council, has a direct and legal right to advance this position before the Board.

### All Affected Employers Are Bound to the Formwork Agreement

28. The IUOE asserts that the Formwork Council does not hold bargaining rights with the affected employers. The IUOE claims that, when these employers sign documents picking up the Formwork Agreement, they are merely agreeing to apply its terms and conditions to the bargaining rights held by the IUOE (paras 7-11).
29. This position is untenable. It contradicts the *Act* and the clear and undisputed terms in the IUOE's pick-up agreements. First, by operation of the *Act*, when the IUOE obtains bargaining right for an employer's employees, that employer is automatically bound to all accredited agreements binding on the IUOE. That employer must apply these accredited agreements when its employees perform work covered by the relevant accredited agreements. This includes the Formwork Agreement, which is an accredited agreement binding on the IUOE. The accreditation provisions of the *Act* apply regardless of whether the IUOE secures bargaining rights through a certificate or a voluntary recognition agreement. These provisions require that there be only one collective agreement between the IUOE and any employer covering concrete forming work. In the residential sector, this collective agreement is the Formwork Agreement.
30. Second, contrary to the IUOE's claims, the IUOE's pick-up agreements do not state that the employers are only bound to the IUOE portion of the Formwork Agreement. Rather, they explicitly state that the "parties hereby acknowledge and agree to recognize, observe and be bound by **all terms, conditions, provisions (both monetary and non-monetary) and all relevant schedules** of the following Accredited Collective Agreements" [Emphasis Added]. Then then list various accredited agreements, including the Formwork Agreement. Thus, on the face of

the IUOE's pick-up agreements, the signing employers are bound to the Formwork Agreement in its entirety.

31. In fact, the Board has rejected similar arguments in *EllisDon Forming Ltd.*, 2024 CanLII 62518 (ON LRB), <https://canlii.ca/t/k5n6k> [*EllisDon Forming*]. In that case, the IUOE grieved against EllisDon Forming under the Formwork Agreement. In a big and hypocritical surprise, it was the IUOE that argued successfully that EllisDon Forming was party to and bound by the entire Formwork Agreement, not just the LIUNA portion of the agreement. It relied on a memorandum of agreement between LIUNA Local 1059 and EllisDon Forming, and a voluntary recognition agreement that LIUNA Local 1059 signed with EllisDon Forming on behalf of the Formwork Council. The IUOE was not involved in negotiating the MOA or the VRA and the IUOE did not sign the MOA or VRA with EllisDon Forming.
32. EllisDon Forming argued that it was not bound to the Formwork Agreement for operating engineers. The IUOE argued that, as a member of the Formwork Council, it could file grievances seeking to enforce the Formwork Agreement. Notably, the IUOE filed the grievance at issue as the IUOE, rather than under the name of the Formwork Council.
33. The Board affirmed the IUOE's position. It found that neither the MOA nor the VRA limited EllisDon Forming's recognition of the Formwork Agreement to the parts pertaining to LIUNA Local 1059. It found that the IUOE, as a member of the Formwork Council, may rely on the MOA and the VRA to establish bargaining rights between EllisDon Forming and the Formwork Council.
34. Here, LIUNA is seeking to advance the same position the IUOE advanced in *EllisDon Forming, supra*, but with respect to all employers that are subject to this

Application. Like the IUOE in *EllisDon Forming*, LIUNA clearly has a direct legal right to advance this position before the Board.

35. The Board commonly accepts documents like the IUOE's pick-up agreements as binding an employer to the entire accredited agreement, not just a portion of it. At a minimum, LIUNA has standing to advance this argument before the Board. The issue directly affects LIUNA's bargaining rights as a constituent member of the Formwork Council with the employers who are subject to this Application.
36. Third, the IUOE's position fails because it seeks to effectively treat the Formwork Agreement as two *separate* accredited collective agreements for concrete forming work: one between the IUOE and the Ontario Formwork Association, and another between LIUNA and the Ontario Formwork Association. This is contrary to the *Act* and the Ontario Formwork Association's accreditation order.
37. At this time, there is only *one* accredited collective agreement covering concrete forming work. That is the Formwork Agreement. By operation of the *Act*, employers bound to the Formwork Collective agreement are bound to it in its entirety. They cannot be bound to a selective portion of it.

### **LIUNA's Position Consistent with Past Practice**

38. The IUOE (paras 12-14, 16) and the CRAO (paras 11-17) allege that LIUNA's position contradicts past practice. They allege that none of the employers affected by this Application were listed on the Ontario Formwork Association's accreditation application or the resulting certificate. On that basis, they argue that no one has ever asserted that the Formwork Agreement covers the employers affected by this Application. This is incorrect on several grounds.

39. First, neither the Formwork Council nor its constituent members have ever taken the position that the Formwork Council only held bargaining rights for the employers listed in the Schedule “E” of the Ontario Formwork Association’s accreditation order. In fact, at the Formwork Council’s request, the Board amended the Ontario Formwork Association’s accreditation order on March 13, 2008 to make it clear that “the employers listed on the Final Schedule E were not the only employers of employees for whom the responding party held bargaining rights as of May 31, 2007, the date the applicant filed its application for accreditation” (*Formwork Council of Ontario*, 2008 CanLII 12429 (ON LRB), <https://canlii.ca/t/1w711> at para 5, also see para 2). The IUOE, as a constituent member of the Formwork Council, cannot in good faith take a contrary position 17 years later. Its decision to do so now indicates that it is aligned in interest with the CRAO to create a competing accreditation regime that would undermine the Formwork Agreement.
40. Second, LIUNA became aware of these pick-up agreements only recently through this proceeding. Regardless, there was no reason for LIUNA or the Ontario Formwork Association to list these employers in the latter’s accreditation application. This Application allegedly covers crane rental or equipment rental employers. It is well understood in the construction industry that equipment rental employers do not perform construction work. Equipment rental employers, by definition, rents out equipment. This is not construction work. Accordingly, there can be no examples of such an employer performing concrete forming work without LIUNA filing a grievance.
41. Third, 34 of the 78 employers for whom the CRAO has provided recognition documents executed the IUOE’s pick-up agreements *after* the Ontario Formwork Association received its accreditation order. These 34 employers became bound

to the Formwork Work Agreement after May 31, 2007, when the Ontario Formwork Association filed its accreditation application, and also after March 6, 2008, when the Board accredited the Ontario Formwork Association. All employers who became bound to the Formwork Agreement after March 6, 2008 are automatically bound to the Formwork Agreement by the operation of the pick-up agreement and the *Act*. The same applies to the employers who agreed to be bound to the Formwork Agreement prior to March 6, 2008. They are also bound to the accredited Formwork Agreement by operation of the *Act*.

42. Again, at the very least, LIUNA is directly affected and legally entitled to advance this position before the Board.

#### **The Formwork Council's Express Delegation of Authority Not Required**

43. Contrary to the CRAO's submissions at paragraphs 18 and 42-43, LIUNA does not require the IUOE's approval to intervene in this proceeding. LIUNA is advancing its rights as a constituent member of the Formwork Council, and has the right to do so.
44. The Formwork Council is composed of LIUNA and the IUOE. Constituent members have obligations towards the Formwork Council under the *Act*. LIUNA, as the other constituent member for the Formwork Council, has the right to fulfill and enforce those obligations when the IUOE does not.
45. This is particularly so in this case. Here, the IUOE is aligned in interest with the CRAO in seeking to undermine the Formwork Council's rights. The IUOE supports this Application because it seeks to undermine the exclusiveness of the Formwork Agreement. This Application also permits the IUOE to evade its obligations as a member of the Formwork Council. However, the IUOE remains a constituent

member of the Formwork Council. It continues to have legal obligations under the *Act* to the Formwork Council and to the Formwork Agreement. LIUNA has a direct legal right to defend the Formwork Agreement and to fulfill and enforce the obligations that the IUOE is seeking to evade. LIUNA, as the only other constituent union of the Formwork Council, must be able to protect the Formwork Agreement from the IUOE's actions.

46. This is not a situation where LIUNA requires the IUOE's approval. LIUNA is seeking to enforce rights and obligations under the *Act*. The issues raised here do not engage the Formwork Council's Constitution or By-Laws. LIUNA's position is that the IUOE is acting contrary to the *Act* by supporting the accreditation of a collective agreement that competes with the Formwork Agreement. The position is straightforward because all employers subject to this Application are already parties to and bound by the Formwork Agreement.
47. *1412768 Ontario Ltd. o/a Central Construction*, 2020 CanLII 50692 (ON LRB), <https://canlii.ca/t/j8xdd> [*Central Construction*] is distinguishable. In that case, the Ontario Masonry Contractors Association ("OMCA") wanted to intervene in a related employer application filed by LIUNA Local 1059. OMCA is a member of the Provincial Employers' Bargaining Agency – Labourers ("PEBAL"), which did not seek intervenor status. One of the employers objected to OMCA's intervention. OMCA did not respond despite given the opportunity to do so.
48. The Board found that, OMCA, as a constituent member of PEBAL, could not intervene on its own and did not claim that PEBAL had delegated its authority to do so. The Board also noted that OMCA had not pleaded any material facts that would justify intervenor status on any other basis (para 4).

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49. Here, LIUNA has provided ample pleadings and submissions in support of its intervention.
50. The IUOE and the CRAO's argument is also untenable under the *Act*. It would allow the IUOE to use its position within the Formwork Council to undermine the Formwork Agreement and the Council itself, and to contravene the *Act*. This is a perverse result and a strategy the IUOE has employed in other matters before the Board.
51. LIUNA seeks to enforce the *Act* to confirm that the Formwork Agreement applies to the IUOE as a constituent member of the Formwork Council. As long as the IUOE remains a member of the Formwork Council, it cannot enter into other collective agreements that conflict with the Formwork Agreement. As the other constituent member of the Formwork Council, LIUNA has a direct right under the *Act* to seek enforcement and confirmation.

### **The Ontario Formwork Association's Position Irrelevant to LIUNA's Standing**

52. The CRAO also relies on the fact that the Ontario Formwork Association had withdrawn its request to intervene (para 18).
53. The Ontario Formwork Association's withdrawal of its intervention has no bearing on LIUNA's right to intervene. LIUNA is not privy to the settlement or agreement entered between IUOE and the Ontario Formwork Association. It is also not a surprise that the Ontario Formwork Association would not want to pick sides between LIUNA and IUOE in this case.
54. Critically, it should also be noted that the CRAO provided documents establishing that the employers in question were bound to the Formwork Agreement *after* the

Ontario Formwork Association withdrew its intervention. Thus, it is unclear whether the Ontario Formwork Association is aware that many of the affected employers signed voluntary recognition agreements explicitly binding them to the Formwork Agreement. In other words, it is unclear whether the Ontario Formwork Association is aware that it, rather than the CRAO, is the true employer association that represents these employers with respect to concrete forming work.

55. Moreover, the Ontario Formwork Association's withdrawal does not affect LIUNA's right to advance the positions herein before the Board and to assert its bargaining rights with the employers at issue under the Formwork Agreement.

#### **Contravention of Sections 55 and 140 of the Act Relevant**

56. The CRAO argues that, even if this Application contravenes sections 55 and 140 of the *Act*, LIUNA does not have a direct and legal interest in the Application (paras 19-38). Relying on *MCAT, supra* and *OADC, supra*, it argues that, even if the impugned collective agreement or bargaining structure were unlawful, that would not affect LIUNA's direct legal interests because an accreditation application does not create or diminish existing bargaining rights.
57. However, as noted above, neither *MCAT, supra*, nor *OADC, supra* involved accreditation applications where the responding union was already bound by a conflicting accreditation order covering overlapping work. Nor did those cases involve a responding union that was party to and bound by the same accredited collective agreement with LIUNA.
58. In *MCAT*, the Masonry Contractors' Association of Toronto (MCAT) applied for accreditation. The responding union was the MCUTV, which consisted of Local 1 and LIUNA, Local 183. Both the Brick and Allied Craft Union of Canada and the

Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen (“the proposed Brick Intervenors”) and the Ontario Masonry Contractors’ Association and the Masonry Industry Employers Council of Ontario (collectively referred to as “the proposed Masonry Intervenors”) sought to intervene. The Masonry Intervenors were not party to and bound by the same collective agreement as LIUNA Local 183 and Local 1.

59. The intervenors argued that accrediting MCAT formalizes an arrangement that violates section 162 of the *Act*. They alleged that Local 183 and Local 1’s bargaining rights for bricklayers and stonemasons in the ICI and non-ICI sectors are inter-connected. As a result, accrediting MCAT would consolidate Local 183’s unlawful bargaining rights in the ICI sector. They argued that this interferes with their rights because they, not Local 183, are the unions designated to represent bricklayers and stonemasons in the ICI sector.
60. The Board rejected the intervenors’ argument. It noted that an accreditation order does not create or expand bargaining rights. The legality of the bargaining relationships between MCAT, the MCUTV, Local 1, and Local 183 in the ICI sector was already being considered in other proceedings. The intervenors could raise their concerns about interference with their provincial designation in those proceedings.
61. In contrast, there are no other proceedings before the Board here. In addition, as noted above, the responding union here - the IUOE – is already party to and bound by the Formwork Agreement together with LIUNA. This Agreement conflicts with the proposed collective agreement in this case.
62. In *OADC*, the Ontario Association of Demolition Contractors Inc. applied for accreditation. LIUNA was the responding union. The IUOE sought to intervene. It

argued that the Demolition Agreement “is unlawful and in breach of section 162 of the Act” (para 6). The IUOE is not party to the Demolition Agreement.

63. The Board denied the IUOE’s request to intervene. It emphasized that an accreditation order does not create bargaining rights for LIUNA or take away any of the IUOE’s existing bargaining rights. The Board also noted that the IUOE could file an unfair labour practice complaint alleging a breach of section 162.
64. In this case, the issue is not two different unions that are party to and bound by two overlapping accredited collective agreements with different employer bargaining agencies. Rather, the issue is that the IUOE, which is the respondent union in this Application, is party to and bound by the Formwork Agreement and Schedule “A” of the IUOE Provincial ICI Agreement. Schedule “A” of the IUOE Provincial ICI Agreement is *not* an independent collective and does not apply as one in the non-ICI sectors of the construction industry.
65. Here, LIUNA seeks to exercise its right to enforce the Formwork Agreement in the same manner that the Board confirmed the IUOE has the right to do in *EllisDon Forming, supra*. In *EllisDon Forming, supra*, the IUOE argued, and the Board accepted, that, as a member of the Formwork Council, the IUOE could file grievances seeking to enforce the Formwork Agreement. Notably, the IUOE could do so as the IUOE, rather than under the name of the Formwork Council. The Board also confirmed that, the IUOE may rely on the MOA and the VRA signed by LIUNA Local 1059 to establish bargaining rights between EllisDon Forming and the Formwork Council.
66. LIUNA should be granted standing to advance the same arguments in this Application. A critical issue in this Application is whether the employers subjected to this Application are already parties to and bound by the Formwork Agreement.

The Formwork Agreement overlaps with this Application's applied-for bargaining unit and the so-called collective agreement it seeks to accredit. This issue is particularly significant here since the responding union – the IUOE – is also party to and bound by the Formwork Agreement. LIUNA should have an opportunity to advance these arguments before the Board. Denying LIUNA standing would be a grave violation of natural and procedural justice.

### **LIUNA's Other Objections**

67. The CRAO and the IUOE argue that LIUNA's other objections are not relevant to the determination of standing. Paragraph 32 of the IUOE's submissions and paragraphs 29-32 of the CRAO's submissions summarized these objections as follows:
- (a) The bargaining unit seeks to carve out work from the Formwork Agreement;
  - (b) The bargaining unit attempts to expand bargaining rights;
  - (c) There is no bargaining space for this Application because the work it covers is entirely captured by other accredited agreements;
  - (d) The CRAO has no bargaining history;
  - (e) The exclusion of the Formwork Agreement is insufficient to cure the bargaining unit's deficiencies; and
  - (f) This Application is a scheme of the IUOE to undermine the Formwork Council and the Formwork Agreement.
68. With respect, all the above are relevant to LIUNA's legal interests in this Application. The IUOE and the CRAO devised a scheme to interfere with the Formwork Council and the Formwork Agreement. They seek to accredit the CRAO as a bargaining agency for work that is already covered by other accredited agreements, including the Formwork Agreement. To do so, they rely on a part of

the IUOE's Provincial Collective Agreement that pertains to non-construction work, and that the CRAO has no history of bargaining. If successful, this Application would create a competing accredited agreement covering the same work as the Formwork Agreement. In doing so, the IUOE would be party to and bound by both the Formwork Agreement and this so-called collective agreement this Application seeks to accredit for concrete forming work.

69. The effects of this Application directly undermine the Formwork Council's bargaining rights, and in turn, the bargaining rights of its constituent unions, including LIUNA. LIUNA is therefore directly affected by this Application. As the only constituent member of the Formwork Council that has its interests at heart, LIUNA must be able to defend those bargaining rights.

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70. The Application at hand raises important questions of general statutory policy. The IUOE is supporting this Application to undermine the Formwork Council, in which it is a constituent union. LIUNA, as an active trade union under the accreditation scheme and the only other constituent union of the Formwork Council, is uniquely positioned to raise and address the issues from a perspective that differs from all other parties involved. There is no other party that is both active in concrete forming construction and a constituent union of the Formwork Council who could intervene.
71. The CRAO argues that this Application concerns a "discreet and fact-specific determination under section 134 of the Act: whether the CRAO may be accredited as the bargaining agent for employers whose employees are represented by the IUOE in the applied-for unit" (paras 37-41). It relies on *Electrical Power Systems Construction Association*, 2019 CanLII 13696 (ON LRB), <https://canlii.ca/t/hxgqp> [EPSCA].

72. In *EPSCA*, CUSW sought to intervene in EPSCA's accreditation application. The responding union was the IBEW. CUSW argued that it is "uniquely situated" to challenge whether EPSCA is a properly constituted employer organization. It relied on the fact that it bargains with owners in the electrical power systems sector. The Board found that, in that case, the issue of "whether or not EPSCA can bargain with employers whose employees are represented by the IBEW" was a specific factual determination that does not engage important issues of general statutory policy.
73. However, in this case, whether the CRAO may be accredited as the bargaining agent for employers whose employees are represented by the IUOE in the applied-for unit is *not* a specific factual determination. It engages significant policy considerations. The accreditation regime under the *Act* would be upended if an employer could seek accreditation for work already covered by other accredited collective agreements by relying on a portion of a collective agreement that pertains to non-construction work. This is compounded by the fact that the respondent union – the IUOE – is already bound by another accreditation order – that of the Ontario Formwork Association – covering the same work this Application seeks to cover.
74. The IUOE argues at paragraph 31 that LIUNA's submissions are duplicative of issues raised by Pumpcrete Corporation ("Pumpcrete") and Aurora Concrete Pumping Ltd. ("Aurora"). This is incorrect. Pumpcrete and Aurora listed the issues they have raised in their August 15, 2025 letter. They have identified issues including, whether the bargaining unit is appropriate, whether the CRAO is a properly constituted organization, whether the IUOE has supported the CRAO, and whether the Board should exclude any employer authorizations filed by the CRAO in its count. These issues differ from those raised by LIUNA, even based on the

IUOE's summaries of LIUNA's objections at paragraph 32 and the CRAO's submissions at paragraphs 29-32.

75. The CRAO argues that LIUNA has “an obvious strategic interest in the outcome” and that its perspective is not “neutral assistance to the Board” but rather “adversarial to the relief sought” (para 41). However, the adversarial process *relies* on parties advancing different interests so that the Board has the benefit of a full record and competing perspectives. The *amicus curiae* test does not require the assistance provided to be neutral.
76. The CRAO relies on the fact that neither the Formwork Council nor the Ontario Formwork Association chose to intervene (para 43). However, as noted above, LIUNA is not part of the Ontario Formwork Association and is not part of its decision-making process. With respect to the Formwork Council, it should be noted that the IUOE, as the only non-LIUNA constituent union of the Formwork Council, is taking a position contrary to the Formwork Council's interest.
77. The CRAO also argues that, if the Board believes that any of the issues LIUNA raised warrants further scrutiny, the CRAO and the IUOE can respond to any concerns the Board identifies (para 44). That reverses the proper process. The Board should not be required to identify the relevant concerns without the parties' assistance. The Board is also entitled to a full record and to hear all relevant perspectives before making its decisions. It should not be required to identify every concern or advance all possible arguments itself.
78. For the foregoing reasons, LIUNA should be granted standing to intervene in this Application.

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Sincerely,



Kristaq Lala  
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c.c.    A. Camara  
          G. Williamson  
          M. Ryan  
          C. Principato  
          R. Ehrenworth  
          L. Carrozzi  
          A. Maltais  
          T. Varga  
          R. Petroni  
          M. Vieau  
          R. Persi  
          S. Tinebra  
          W. Scott  
          B. MacKinnon  
          L. Donohue  
          T. Valenti  
          J. Oliveira  
          S. McFarling  
          J. Schwartz and N. Caballero  
          K. Bell  
          J. McKeown  
          M. Craig

1396-0149-4301, v. 1