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VIA EMAIL and E-FILING

Toronto Office

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 (“Applicant”) and International Union of Operating Engineers, The Union (“Responding Party”)
OLRB File No. 2973-24-R

As the Board is aware, we are counsel for the Intervenor, Pumpcrete Corporation (“Pumpcrete”) and Aurora Concrete Pumping (“Aurora”) (collectively “the Intervenor”), with respect to the above-noted matter.

In accordance with the direction of the Board at paragraph 4(a) of the Decision dated June 16, 2026, the following are our representations regarding our objections to the application, the grounds in support of them, and the evidence we say would be relevant to those objections and grounds, as well as our advisement that we will be raising an allegation of bias against the Panel currently assigned to the file continuing to hear this matter.

A. APPREHENSION OF BIAS

1. We confirm that the Intervenor is raising that, respectfully, the Vice-Chair appointed to the case, Mr. Vice-Chair Jack Slaughter, presents an apprehension of bias toward the issues outlined below and in our prior pleadings, that it is appropriate for him to recuse himself, and for another panel of the Board to be appointed to the matter for determination of all outstanding issues, including any and all preliminary motions anticipated to be raised by the Applicant Crane Rental Association of Ontario (“CRAO”) and / or the Responding Party International Union of Operating Engineers, Local 793 (“the Union”).
2. The position of the Intervenor is that due to Vice Chair Slaughter’s comments in open hearing regarding his past experience as in-house legal counsel with IUOE, it is evident that Vice-Chair Slaughter has pre-determined or pre-judged the fundamental issues to be determined, namely the question of whether the members of CRAO and / or any employer on whose behalf an employer authorization has been filed have “vested appropriate authority” in the CRAO, within the meaning subsection 136(3) of the Act.
3. The comments of the Vice-Chair were to the effect that his view formed from his prior experience as in-house legal counsel was that the IUOE Provincial ICI Collective Agreement (“the ICI PCA”) is an “all-sector” agreement and / or applies to sectors other than the ICI sector,

and / or that contractors are bound to and / or apply the ICI PCA to work in sectors other than the ICI sectors, and that therefore when the CRAO collectively bargains with the Union, it is for work in sectors other than the ICI sectors. The issue of whether there is application and bargaining of the ICI PCA for work outside of the ICI sector is a crucial issue for the Board's determination of whether the members of the CRAO have vested appropriate authority in the CRAO to be accredited as bargaining agent outside of the ICI sector.

4. We reserve the right to make fulsome submissions regarding the issue of the reasonable apprehension of bias of Vice-Chair Slaughter, if necessary, in accordance with whatever procedure may be directed. Per the discussion regarding this topic during the Case Management Hearing on June 15, 2026, we submit that it is necessary for the parties convene an abbreviated case management call with Vice-Chair Slaughter to discuss the issue further and, if necessary, arrange a procedure for the determination of the issue.
5. We make the remainder of our representations below strictly without prejudice to our position regarding bias.

B. APPROPRIATE VESTED AUTHORITY, UNION SUPPORT, AND APPROPRIATENESS OF PUMPS IN BARGAINING UNIT DESCRIPTION

6. As for our objections to the application, the grounds in support of them, and the evidence we say would be relevant to those objections and grounds, the Intervenors rely upon our representations in the Interventions filed by the Intervenors, respectively, dated June 27, 2025, as well as any other prior correspondence.
7. The objections themselves are divided into three separate categories and may be described as follows:
 - (a) The Board cannot and should not accredit the CRAO because the CRAO does not have "appropriate vested authority" within the meaning of subsection 136(3) of the *Labour Relations Act, 1995* ("the Act");
 - (b) The Board cannot and should not accredit the CRAO because the Union has participated in its formation or administration or has contributed financial or other support to the CRAO within the meaning of subsection 136(5) of the Act;
 - (c) The Board cannot and should not accredit the CRAO because the bargaining unit description is not appropriate and the Application should be dismissed entirely, or alternatively, the bargaining unit description ought to be amended to
8. The grounds for each of these three objections, and the evidence we say would be relevant to these three objections and grounds therefor, significantly overlap and therefore below we do not separate out the grounds or the evidence. We rely on all our grounds and anticipated evidence outlined below in relation to all three of our objections.
9. In addition to our own witnesses, our objections and grounds and evidence therefor will be supported by evidence that we anticipate that the Intervenors adduce through our production request made to the Union and the CRAO on June 15, 2026 (a copy of which is attached hereto as **Tab 1**) and through examination of witnesses for the Union and the CRAO.
10. The representations and any documents or particulars referred to below are without limitation and are not intended to be in the nature of a "will-say" statement. The Intervenors will rely on

the documents that are attached and particulars provided below, but also will rely on additional particulars and documentary evidence to be filed in the appropriate course.

11. Overall, whether the portion only of the ICI PCA that CRAO and the Union negotiate – i.e., Schedule “A” thereto – can be an accredited collective agreement outside of the ICI sector when the bargaining agency that negotiates the Master Portion does not negotiate outside of the ICI sector is a novel legal issue.
12. In summary:
 - (a) The within Application is the result of the Union’s crusade and campaigning the CRAO to establish the ICI PCA as the only collective agreement that the Union must negotiate for crane rental and concrete pumping work.
 - (b) The CRAO is not mandated to, and does not represent crane rental or concrete pumping companies in collective bargaining outside of the ICI sector.
 - (c) In accordance with the CRAO’s By-Laws and practices, the CRAO has never represented any of its members in collective bargaining outside of the ICI sector. Furthermore, the CRAO’s By-Laws do not vest appropriate authority in the Board of Directors to apply for accreditation in sectors outside of the ICI sector.
 - (d) In accordance with the CRAO’s By-Laws and practices, the CRAO’s Board of Directors is not authorized to apply for accreditation outside of the ICI sector for concrete pumping or placing boom companies, and certainly none of the members of the CRAO that perform concrete pumping work or placing boom work have vested authority in the CRAO to represent them in collective bargaining outside of the ICI sector, or apply for accreditation as their bargaining agent in any sector including outside of the ICI sector.
 - (e) The Application was arranged completely in the dark, with the materials relied on by the CRAO in support of alleged “representation” of employers being either employer authorizations collected from non-members of the Union, or the assertion of the CRAO that it has authority to represent all of its members in collective bargaining outside of the ICI sector based on the decision of five persons who ostensibly made the decision only after the Union had already begun taking action and after the Union campaigned for them to do so, a decision-making process hidden from all of the actual members.
 - (f) The only evidence the CRAO relies on to establish any vested authority to represent employers engaged in concrete pumping are the two employer authorizations of Premier and DCP. However, all of the employer authorizations, including those made out by Premier or DCP, were initiated, solicited, and collected by the Union on the behalf of the Union in furtherance of the interests of the Union, not the CRAO.
13. Although undecided at this time who exactly the Intervenor intend to call as a witness, in regard to our position that the CRAO does not have appropriate vested authority within the meaning of subsection 136(3), the Intervenor would call a witness(es) with experience operating and administering the Operating Engineers Employer Bargaining Agency (“the OE Eer BA”), as well as former representatives of the CRAO, to explain the following.
14. The CRAO is a constituent member of the OE Eer BA.

15. The OE Eer BA is the Ministerial-designated employer-side bargaining agency for collective bargaining a provincial collective agreement in the ICI sector with its employee-side bargaining agency counterpart Operating Engineers Employee Bargaining Agency, which is for all intents and purposes one in the same as the Union.
16. The OE Eer BA and the Union have negotiated the ICI PCA since the inception of province-wide Ministerial-designated ICI bargaining in 1978. The CRAO has been a constituent in the OE Eer BA since the OE Eer BA's first designation in 1978.
17. The ICI PCA is renegotiated triennially, with the most recent version taking effect May 1, 2025 and will expire April 30, 2028.
18. The CRAO is one of eight constituents of the OE Eer BA. The other constituents are Construction Labour Relations Association of Ontario, Ontario Association of Foundation Specialists, Industrial Contractors Association of Canada; Ontario Erectors Association, National Capital Crane Rental Association, Associated Earth Movers of Ontario, and Heavy Equipment Services Section of the Windsor Construction Association.
19. The OE Eer BA is responsible for the negotiation of the Master Portion of the ICI PCA. Each of the constituents negotiate a separate schedule to the ICI PCA based on the context within which the employers in their association perform work.
20. The CRAO is responsible for negotiating Schedule "A" of the ICI PCA, which on its face says "shall cover and apply to Employers engaged in the Crane and Equipment Rental Business within the Province of Ontario."
21. Each of the eight constituents has votes regarding what proposals to propose to the Union, or what proposals proposed by the Union to agree to, and that each constituent has the power to veto any majority of the other constituents on any item that affects only that constituent's schedule, but cannot veto a decision of the majority of other constituents on any item for the Master Portion that will affect more constituents' schedules than just that constituent's schedule.
22. The OE Eer BA's position is that the ICI PCA does not cover the residential sector. In each round of bargaining, the Union applies for the appointment of a conciliation officer pre-emptively and when doing so, in their application to the Ministry of Labour Dispute Resolution Services ("DRS") indicates that the bargaining rights for the ICI PCA are actually for "all sectors", which causes the OE Eer BA to object to DRS that the bargaining rights are restricted to the ICI sector. The CRAO does not say otherwise. The appointment of a conciliation officer has then been made for only the ICI sector. We rely on a copy of the Union's request for the appointment of a conciliation officer submitted to the Ministry of Labour February 20, 2025, attached hereto as **Tab 2**.
23. The OE Eer BA, including prior secretary to the OE Eer BA and chair of ICI bargaining Tony Fanelli, has confirmed to the Union before the position of the OE Eer BA that the ICI PCA covers the ICI sector only.
24. The OE Eer BA has no authority to bargain for the residential sector on behalf of its constituents or the employer members of its constituents, and does not represent the interests of any employers employing Union members in the residential sector.

25. The Union and any constituent member of the OE Eer BA are not be permitted to bargain to impasse any proposals regarding any non-ICI sector.
26. Furthermore, the Intervenor will call evidence from a number of individuals, including current and / or former principals of the Intervenor, as well as former representatives of the CRAO, to explain the structure and practices of the CRAO as well as the crane rental and concrete pumping industries.
27. The CRAO has approximately 60 to 70 members. The Constitution and By-Laws filed by the CRAO with the Application refer only to representing employers in the “crane rental” business. Particularly, By-Law No. 1 states that the first “aim and objective” of the CRAO is to “represent and advance the interests of the crane rental industry in Ontario”.
28. A concrete pump or a placing boom is distinct from a crane. A concrete pump is a piece of equipment composed of a pump body and a conveying pipe specifically designed to move and place freshly mixed concrete, using a hose and / or a boom. A placing boom refers to a type of concrete boom that reaches the concrete via a boom. Neither a concrete pump nor a placing boom have any purpose outside of pumping and placing of concrete. A crane is a lifting device used for hoisting any heavy materials and equipment around a construction site. A crane may be used to lift materials in relation to concrete pumping, pouring, and placing, but cranes are also routinely rented at construction projects and used for things other than concrete.
29. Of the membership of the CRAO, to Intervenor’s knowledge, only six of them perform concrete pumping or placing boom work:
 1. Amherst Crane and Concrete Pumping
 2. Aurora Concrete Pumping
 3. Pumpcrete
 4. Granite Concrete Pumping
 5. JCL Concrete Pumping
 6. DCP
30. DCP only recently become a member, and which was after they signed an authorization as detailed below.
31. Nowhere in the CRAO’s By-Laws or Constitution is there a reference to negotiating on behalf of employers who perform concrete pumping, placing booms, or employers who specialize in concrete pumping or placing booms.
32. Consistent with the OE Eer BA’s bargaining authority, it is well known and notorious that CRAO’s representation of its members has not included collective bargaining for any work or collective agreements that expressly in scope or recognition cover more than the ICI sector.
33. The only portions of a collective agreement that CRAO negotiates or has ever negotiated in whole is Schedule “A” of the ICI PCA.
34. Some members of the CRAO have independently agreed to apply or voluntarily apply the terms and conditions of the ICI PCA to certain work outside of the ICI sector. However, in practice, the CRAO has long been an association that, without exception, represents employers in collective bargaining only in the ICI sector.

35. There is not one singular example of the CRAO representing an employer in collective bargaining over work outside of the ICI sector.
36. On the other hand, there is industry knowledge that the Union has negotiated for terms and conditions applicable to work outside of the ICI sector without the CRAO's involvement and instead directly with contractors and employers before, including with contractor De Grandis Concrete Pumping ("DCP") as well as Maple Concrete Pumping.
37. The mandate of the CRAO was recently confirmed to Pumpcrete in an exchange of correspondence between Pumpcrete and the CRAO through their respective counsel.
38. In the wake of the CRAO filing the within Application, contractors, including Pumpcrete, sought to understand if the CRAO was suddenly seeking to bargain a collective agreement on behalf of its members with the Union for work beyond the ICI sector.
39. On April 15, 2025, Pumpcrete through counsel wrote (then) counsel for the CRAO. A copy of that correspondence is attached hereto as **Tab 3**:

Is CRAO, on its own behalf or on behalf of any of its members, including but not limited to Pumpcrete, sending a notice to bargain to the IUOE for non-ICI collective bargaining separate from ICI bargaining? If so, when will it be done? If it has already been done, when was it done?

Next, have CRAO and IUOE agreed, whether at the ICI bargaining table or elsewhere, that the Provincial ICI Collective Agreement and/or Schedule "A" thereto will be the collective agreement for the purposes of the CRAO's applied-for accreditation? If so, what are the details of that agreement? In CRAO's view, have provincial ICI negotiations included any discussion or proposals regarding work in the non-ICI sectors? If so, what are the details?

40. CRAO addressed those questions in a letter of April 16, 2025 with the following comments (a copy of which is attached at **Tab 4**):

As your client is aware, the CRAO is a constituent member of the Operating Engineers Employer Bargaining Agency. It is therefore authorized to represent Pumpcrete/ Modern Crane and other CRAO members in ICI bargaining with the Operating Engineers Employee Bargaining Agency. The scope of such negotiations are expressly limited by statute to matters concerning the ICI sector. The CRAO has and continues to exercise its rights to bargain on its members' behalf in accordance with the Labour Relations Act, 1995. [emphasis added]

41. While the CRAO's By-Law No. 3 refers to applying for accreditation, the By-Law is nearly 50 years old, at a time when accreditation was or had recently been attainable in the ICI sector before or at the outset of province-wide Ministerial-designated trade-based ICI bargaining. Furthermore, at the time that reference would have been written, CRAO did not have in its membership any employers who specialized in the concrete pumping industry other than Pumpcrete. The reference to accreditation is limited to employers of the "crane rental industry":

That the Board of Directors be and is authorized and directed to make such application or applications to the Labour Relations Board for

Accreditation as the bargaining agent for such unit or units of employers in the Crane Rental Industry as the Board of Directors may deem proper from time to time.

42. That reference is outdated and due to the open and notorious mandate and practice of the CRAO is of no force or effect, never applied to sectors outside of the ICI sector, and in CRAO's existence has never been exercised in regard to anything, and is therefore not support for CRAO having appropriate authority to apply for accreditation in 2026. As of the time of the filing of the within Application, the practice of the CRAO is and was clearly to represent its members only in ICI bargaining. Additionally and alternatively, it does not and could not apply to concrete pumping or placing booms, and any mandate to apply for accreditation is limited to the ICI sector, and only rental of cranes and not concrete pumps or placing booms.
43. Furthermore, the Intervenors will also call evidence from a number of individuals, including current and / or former principals of the Intervenors, as well as as well as former representatives of the CRAO, to explain the backstory to how the Application was even brought about and in particular how it was entirely initiated by the Union.
44. In 2022, a legal labour relations battle between DCP and the Union was well known in the concrete pumping industry and is / was a matter of public record.
45. The Union acquired bargaining rights for employees of DCP and served notice to bargain. DCP attempted to negotiate a residential concrete pumping collective agreement separate and distinct from the ICI PCA. When DCP and the Union could not agree on terms and the Union requested a "no board" report from the Minister of Labour, DCP filed for a last offer vote under section 42 of the Act. DCP's employees voted in favour of the offer. The Union refused to accept the results and attempted to strike. DCP filed for and was granted an unlawful strike declaration from the Board, and in doing so, the Board directed the Union to execute the terms of the last offer voted on as the first collective agreement. The Union subsequently applied for a direction for first contract arbitration under section 43 of the Act, which was subsequently also dismissed as a result of the earlier Decision to direct the last offer voted on as the first collective agreement.
46. The Union applied for judicial review to the Divisional Court of the Board's Decision directing that the Union execute the terms of the last offer vote. In or about June of 2023, on judicial review, the Divisional Court quashed the Board's Decision and remitted the matter back to the Board. The proceedings consisting of various unfair labour practice applications and the first contract arbitration application continued before the Board for the remainder of 2023 and throughout 2024.
47. Throughout the legal battle between DCP and the Union, it was obviously the position of the Union that the only agreement that The Union was prepared to enter into for the non-ICI sectors was the ICI PCA. The position of the Union was tantamount to asserting that, for all intents and purposes, the CRAO was already the bargaining agent outside of the ICI sector for any crane rental and concrete pump companies for which employees the Union has bargaining rights, and the only party that the Union was prepared to bargain with. Leaving aside the various reasons and interests behind why the Union insisted as such, the reality is and was, that it was the Union, not the CRAO, that cared more about the ICI PCA being the only agreement outside of the ICI sector, and that The Union should have to negotiate with the CRAO only.

48. However, to the contrary, as described above, the CRAO as a constituent of the OE Eer BA consistently took the position before the Union that what it negotiated was for only the ICI sector.
49. During the legal battle between DCP and the Union, the Union approached the CRAO in numerous forms and through numerous persons and communications to push the CRAO to apply for accreditation, in order to eliminate the possibility of the Union having to deal with DCP or another situation like DCP.
50. The topic of accreditation was very much the agenda of the Union and did not originate with the CRAO. As a show of how it was not the agenda of the CRAO, in July 2022 at a regular meeting, the CRAO discussed the Union's urging of accreditation, and the members in attendance unanimously opposed the idea.
51. In 2024, while the legal battle between DCP and the Union was still live and with increasing tensions between the Union and the Labourers' International Union of North America ("LIUNA") before the 2025 "open period" in construction, the Union prioritized the CRAO's accreditation once again in effort to defeat DCP.
52. Union Business Manager Mike Gallagher began personally making calls to members of the CRAO he considered influential to initiate the process of CRAO applying for accreditation. A number of such calls were made to Pumpcrete's principal Mark Williams. One such call was in February 2024, and another one on March 14, 2024. Gallagher presented to Williams that they had to do something to defeat the DCP case so that, in his view, the ICI PCA would be the only collective agreement for cranes and concrete pumps, that accreditation was a very important issue to the Union and urged Williams to take up the cause and to influence others. Gallagher told Williams that DCP was looking to undercut Pumpcrete and get a better deal, and that DCP would take work away from Pumpcrete. Gallagher said he was calling Williams because he thought that Williams was very influential to the Board of Directors and membership of CRAO. Gallagher urged Williams to convince the members of CRAO and the Board of Directors to seek accreditation. Williams met Gallagher's comments with skepticism and even expressed to Gallagher that what DCP was trying to accomplish had some appeal.
53. Gallagher in turn focused his efforts on the Board of Directors.:
- Jason Hanna - President - Lift all
- Mark Welstead Vice President - Amherst
- Peter Smith - Elite/Pete Smith Crane
- Aaron Hanna - Elite crane
- Matt Archer - Craneway
- Jennifer Fitzpatrick - Secretary Treasurer - Mammoet
54. The composition of the CRAO Board of Directors is that only one director, Mark Welstead, is involved with a member that is a concrete pump company. While in theory Welstead in his role with the CRAO is involved with a concrete pump company, Amherst also owns and operates a crane company, and the Amherst Concrete Pumping company performs little to no work outside of the ICI sector.

55. Jason Hanna was previously with Modern Crane, of which Mark Williams is also a principal. Not coincidentally, in May 2024, Jason Hanna left Modern Crane for a job at Lift All Crane, a crane company with no associated concrete pump company.
56. Then Mark Welstead and Amherst began receiving more favourable treatment from the Union right around that time. One such example still evident is in an online video of Premier Doug Ford announcing the construction of Highway 413 on April 30, 2024 at The Union's training facilities. Mike Gallagher was present and spoke at the announcement. A number of other employer associations were officially present and recognized by Gallagher. However the CRAO was either not officially invited or did not attend. Yet somehow, Amherst equipment was at the scene and was depicted throughout the video, and Mike Gallagher in his comments makes favourable references to Mark Welstead and Amherst.
57. The Intervenors continuously raised safety concerns with the Union representatives about the practice in the industry of an "s bend" on concrete pump hoses, which goes against CSA standards that are expressly required to be followed by the ICI PCA. Amherst uses "s bends" on their concrete pumps, which The Union is aware of, yet Amherst has not been grieved by The Union.
58. That treatment contrasts with the treatment of other contractors who have opposed accreditation. Aurora Concrete Pumping's principal Kris Wuis had been on the Board of Directors. However, in early March 2025, he was removed from the Board of Directors for expressing dissent over the CRAO application for accreditation. During the Executive Board meeting prior to the CRAO Annual General Meeting on March 5, 2025, the President brought forward to the Board a motion to seek accreditation and a vote occurred. A group of documents which were previously prepared by the law firm Hicks Morley was provided by the President. The motion was passed by a count of 5-1, with Kris Wuis being the only Board member to oppose the motion. Not coincidentally, Kris Wuis subsequently was removed from the Board of Directors by the others through a vote against him.
59. Representatives from the Intervenors made multiple requests to the CRAO Board of Directors for the meeting minutes that detail the discussions leading up to the decision to apply for accreditation, including but not limited to, the CRAO's monetary spend for legal review and approval to contract Hicks Morley within the process. Kris Wuis was not involved in any meetings prior to the Executive Board meeting on March 5, 2025 regarding an accreditation application. The Board of Directors has never released any such documentation.
60. Furthermore, after Pumpcrete demonstrated apathy toward accreditation, in an approximate seven-month period from late summer 2024 until spring 2025, Pumpcrete received in the nature of 20 to 30 grievances from The Union. Pumpcrete had not received a grievance from the Union in years, if ever. The message was that, if a contractor did not support the Union's desires for accreditation, the Union and the CRAO would single out the contractor and bully them.
61. The Union has also discriminated against the Intervenors in the referral of its members. In July 2025, a concrete pump operator who is apparently a member of the Union, named Shannon Castle, corresponded with other Pumpcrete operators and members of Pumpcrete management, indicating that she has been a member of The Union through a previous job and that she was and is looking for work as a concrete pump operator through The Union.
62. Ms. Castle indicated that over the prior few months, she attempted various times to communicate to a The Union director of organizing "Kyle", who is thought to be Kyle Schutte,

that she wanted to be referred to employment with Pumpcrete. Kyle responded each time that he or anyone from The Union would not even call Pumpcrete on her behalf for employment, repeating always that it was for the reason that “there were problems” in relation to Pumpcrete. However, Kyle consistently and enthusiastically encouraged Shannon that he would facilitate contact for employment with Amherst. She described to people at Pumpcrete that the Union “shoved Amherst down her throat”. She declined the opportunity for work at Amherst and preferred an opportunity at Pumpcrete because she lives near Cambridge and Pumpcrete works more often in that area than Amherst.

63. The Union has refused and is continuing to refuse that members work or seek to work at Pumpcrete but is actively facilitating employment for their members at Amherst, referring their members to work for Amherst, and / or promoting Amherst. The conduct of the Union is further evidence of the Union participating in CRAO's formation or administration or contributing financial or other support to CRAO. By refusing to refer members to Pumpcrete but promoting Amherst as an employment destination for its members, The Union is participating in the administration of CRAO and contributing financial and other support to CRAO.
64. Furthermore, Jason Hanna, who, along with Mark Welstead, we understand to be the predominant decision maker at the CRAO's Board level in making the Application, is a member of The Union, which is prohibited by the Applicant's By-Laws, specifically By-Law No. 1, s. 17(e)(iii):

Any member who holds an active union card in The Union International Union of Operating Engineers shall declare him/herself and he/she or his/her proxy shall refrain from voting in any vote pertaining to a union matter to avoid conflict of interest and should he/she or his/her proxy cast a vote or votes in a union matter, the vote or votes shall be declared null and void if in the opinion of the Board of Directors, there was a conflict of interest and the active member(s) should not have voted.
65. There are safeguards in place in the Applicant's Constitution and By-Laws to prevent against exactly what has been done in this case, being union influence in making a decision at the CRAO's Board level to further the interests of the Union and not the Applicant's membership. The decision to apply for accreditation without a vote among the CRAO's membership and being made only by individuals with divided interests in their union membership or the companies they operate is further evidence of the CRAO not having appropriate vested authority within the meaning of subsection 136(3), and of the Union's participation in the formation or administration of the Applicant and / or other support, contrary to section 136(5).
66. The Intervenors will furthermore call evidence from current and prior principals of the Intervenors, as well as from principals from other employers from whom employer authorizations were solicited and / or obtained, about how the involvement of the Union in the administration of the CRAO and the filing of the within Application is evident in how it was the Union and its representatives who solicited and collected all of the employer authorizations, and the timing of doing so in light of when the CRAO's Board of Directors actually voted to make the within Application to seek to represent employers in the non-ICI sectors beyond its mandate.
67. As mentioned above, the Board of Directors voted on the issue at an executive meeting before the Annual General Meeting on March 5, 2025.

68. Yet, it was representatives of The Union, not representatives of the CRAO, who went around soliciting and collecting employer authorizations in November and December 2024, and a few in January 2025, all of which was clearly prior to the Board of Directors even voted on the issue on March 5, 2025. The Union was already preparing the Application materials prior to the CRAO having actually decided to file the Application.
69. The Union representatives, such as Mike Chianello or Ryan Shelley in the GTA, and Martin Tasse in the Ottawa area, contacted employer after employer of individual companies that have bargaining rights with the Union and that are not members of the CRAO to obtain employer authorizations for the CRAO.
70. In each case, the Union representative expressed to the contractor's representative that the Union saw it as necessary for the contractor to sign the employer authorization in order for The Union to "maintain a level playing field" and not have any contractors in isolation try to negotiate terms other than the ICI PCA for crane rental and concrete pumping.
71. One such example is the employer authorization on behalf of Premier Concrete Pumping ("Premier"). Premier is not a member of the CRAO. Premier's principal Mike Perreira was contacted by Chianello in late November 2024. Chianello explained to Perreira that it was The Union that wanted Premier to sign the authorization, and that it was important to The Union that Premier do so. Perreira signed it on the understanding that he was doing The Union a favour, and would fall out favour with the Union if Premier did not fulfill The Union's request. Perreira's understanding was that the purpose of him signing the form was to advance The Union's interests of only needing to negotiate with the CRAO and having the ICI PCA as the only collective agreement. At no time did any representative of the CRAO contact Perreira, and Perreira had no indication that the CRAO itself was seeking Premier's employer authorization.
72. The fact that the Union representatives were the ones to solicit and collect the employer authorizations is evident from the fact that in most cases, the Union representative signed off as a witness on the authorization:
- (a) 1910902 Ontario Inc. – Mike Chianello
 - (b) Acier Richard Ltee. – Martin Tasse
 - (c) Barrie Crane Rental – Martin Tasse
 - (d) Bay Mobile Crane Inc. – Ryan Shelley
 - (e) Regional Crane Rental – Martin Tasse
 - (f) Duff Boom Truck Service Inc. – Martin Tasse
 - (g) Let's Boom Crane Rental Inc. – Martin Tasse
 - (h) Location de Grue Gaetan Roy – Martin Tasse
 - (i) MacGregor Crane Services – Martin Tasse
 - (j) Ottawa Crane Rental – Martin Tasse
 - (k) Dulepka Equipment Rentals – Martin Tasse
 - (l) Hastings Crane Rental – Ryan Shelley
 - (m) Mario DiPanfilo – Mike Chianello
 - (n) Premier Concrete Pumping – Mike Chianello
73. There are a number of employer authorizations that were witnessed using an illegible electronic signature that is believed to be Mike Chianello's: JTM Cranes Ltd., Yes Crane Inc., X-Act Crane, Ahmed Erbil, TT Crane Services, Sky-Hi Crane Services, KK Crane, Isdova Cranes, City Crane, and Aurora Crane Service. Whether or not Chianello's, the signature is the same and would clearly be the signature of the Union representative who collected them based on how often it repeats, rather than a representative of a company.

74. DCP ultimately also signed an employer authorization, but the circumstances there too were that representatives of the Union, namely Virgil Nose, consistently pushed DCP to sign the authorization. DCP had never even spoken to anyone from the CRAO about joining the CRAO or supporting or authorizing the CRAO to apply for accreditation or to bargain for them in the non-ICI sectors prior to providing an employer authorization to Virgil Nose. It was done at Virgil Nose's insistence.
75. Prior to the date upon which the CRAO apparently filed the within Application, March 11, 2025, Pumpcrete collected petitions from eight CRAO members: (1) itself, (2) Aurora Concrete Pumping, (3) Cameron Crane, (4) Double D Crane, (5) Mainline Crane, (6) Motor City Crane, (7) Northern Group, and (8) Thomkess. Each of those petitions was signed on either March 6 or March 7, 2025, except for Pumpcrete's, which was signed on March 12, 2025, all before any of those employers had received notice of the within Application. Copies of those petitions are attached hereto as **Tab 5**. Each of those petitions indicated that the company signing the petition did not wish to be represented by the CRAO in collective bargaining for the non-ICI sectors, making various comments such as a demand that the CRAO "immediately halt all efforts to seek accreditation with The Union" and stating that the Board of Directors' decision to seek accreditation would be "violating the CRAO Constitution, applicable bi-laws and internal policy".
76. Additionally JCL Concrete Pumping signed a similar petition on April 16, 2025, also prior to being given notice of the with Application from the CRAO.
77. The Intervenor also intend to call evidence through its current or former principals, as well as current or former principals of other members of the CRAO as well as current or former representatives of the CRAO, to adduce evidence as to why no bargaining unit description is appropriate, and in particular no bargaining unit containing concrete pumps is appropriate.
78. The Intervenor agree with and adopt the submissions formerly made by the Ontario Formwork Association ("the OFA") and the Utility Contractors Association of Ontario Incorporated ("the UCA") that the within Application must be dismissed by virtue of, or to the extent that it violates, section 140 of the Act. Effectively, the OFA already holds the bargaining rights for, at least, a large extent of employers of the employees at issue.
79. The within Application is for the non-ICI sectors. While the applied-for bargaining unit attempts to carve out a number of collective agreements, there are no carve-outs of entire sectors, and therefore it covers employers in all of the residential, pipeline, heavy engineering, road-building, sewer and watermain, and electrical power systems sectors for whom the Union has bargaining rights.
80. Particularly within heavy engineering sector and low-rise and high-rise residential sector construction, the operation of concrete pumps and placing booms is solely for the purpose of concrete construction. In those sectors, the purpose of hoisting equipment may be to assist in the process of concrete placing for concrete formwork construction.
81. The employers of employees performing those tasks, particularly operation of concrete pump and placing booms, inevitably fall within the scope of "employees of Employers engaged in concrete formwork construction" as the scope of the OFA's accreditation and their collective agreement with the Formwork Council of Ontario provides. There is no distinction made along the lines of what is urged by CRAO that there is a subset of hoisting equipment, concrete pumps, and placing boom rental businesses distinct from the concrete construction process in the residential sector. The Union as part of the Formwork Council of Ontario has negotiated a

broad classification chart with its typical craft jurisdiction, and a subcontracting clause at Article 17 of the Master Portion of the OFA's collective agreement with the Formwork Council of Ontario for the very reason of protecting its jurisdiction. As it regards concrete pumps and placing booms in the residential sector, that work when performed by companies such as the Intervenor is typically subcontracted by concrete formwork contractors bound by that agreement. It is the work of that bargaining unit, and it does not make sense that it would become part of another different bargaining unit when the work gets subcontracted.

82. The carve-out of the OFA's accreditation properly and necessarily means carving out all employers of employees engaged in operating hoisting equipment, concrete pumps and placing booms in concrete formwork construction in the residential sector.
83. Repeating and relying on the representations above the Intervenor's evidence would be about there being a clear difference between cranes or hoisting equipment, on the one hand, and concrete pumps and placing booms, on the other hand, and that the scope of the CRAO's representation over those companies in which sectors, such that the bargaining unit is also not appropriate because "employers of employees engaged in the operation of hoisting equipment, concrete pumps, placing booms, and similar equipment...engaged in the manned crane and equipment rental business" outside of the ICI sector is not a tangibly defined group of employers with a community of interest that group together for the purpose of labour relations.
84. Whether or not the OFA already has the bargaining rights applied for in the within Application, the Intervenor's evidence would be that there is no pattern of collective bargaining in the non-ICI sectors among crane rental businesses and concrete pumping companies together. We repeat that CRAO has never represented any employers in collective bargaining in any capacity before outside of the ICI sector. On the other hand, the Union has negotiated with individual companies directly. As a result, the CRAO has no established pattern of collective bargaining relevant to this Application.
85. There is no evidence of the CRAO or any other association negotiating a collective agreement for the road-building sector, the electrical power systems sector, the pipeline sector, the sewer and watermain sector, the residential or heavy engineering sectors for only "manned rental" of "hoisting equipment, concrete pumps, placing booms, and similar equipment". Even in the ICI PCA, the CRAO's Schedule "A" contains more than "hoisting equipment, concrete pumps, placing booms, and similar equipment".
86. On the other hand, there is clear evidence of employers aligning for the purpose of labour relations around the various facets of concrete formwork construction and that hoisting equipment, concrete pumps and placing booms form part of that process.
87. Cranes are the only example of "hoisting equipment, concrete pumps, placing booms, and similar equipment" that in residential or heavy engineering sector construction have a purpose outside of concrete formwork construction, in that a crane may be multi-use. Concrete pumps and placing booms are for one homogenous use, specifically concrete construction. The only community of interest that crane companies and concrete pump or placing boom companies have is that their employees are represented by the same Union for the purpose of Ministerial-designated, trade-based ICI bargaining. For non-ICI work, there is no such community of interest.
88. It is different equipment, for a different purpose. The operators of cranes and concrete pumps generally are not able to operate both and do not operate both. The training requirements are far different. Crane companies and concrete pumping companies do not compete for the same

work, and they do not provide substitute services. It is a completely different client base. As described above, concrete pump companies typically work for companies engaged in the concrete construction process on a construction project, such as floor finishing companies or the formwork companies. Crane companies are typically engaged by the builder or general contractor or construction manager of a project. The economics of what the market dictates as appropriate pricing is far different for cranes versus concrete pumps. They often work at different hours of the day, with concrete pumps often having to run later in the day due to concrete deliveries.

89. The CRAO's composition described above reflects this reality. The CRAO's By-Laws contain no mention of concrete pump businesses or placing boom businesses, but expressly refer to its purpose as being to "represent and advance the interests of the crane rental industry in Ontario", and only the crane rental industry. The composition of the CRAO Board of Directors, supposedly responsible for making the decision to apply for accreditation, consists of only one director, Mark Welstead, representing a concrete pump company, but which, again, is a misnomer because he also represents a crane company.
90. The bargaining unit as applied for is an attempt by the CRAO to control labour relations for other businesses engaged in work unrelated to cranes, that share no community of interest with cranes, and for which there is no prior experience of CRAO representing in the sector or sectors at issue.
91. Accordingly, the Application ought to be dismissed on any number of those grounds, or alternatively, the bargaining unit ought to be amended to exclude concrete pumps and placing booms.

Yours truly,
Mathews, Dinsdale & Clark LLP



Jim C. McKeown
JCM:kt
Attachments

cc: Jeremy Schwartz and Natalie Caballero, *Stringer LLP*
Kathryn Bell and Caitlin Hanak, *IUOE, The Union*
Client

TAB 1

June 15, 2026

Jim C. McKeown

jmckeown@mathewsdinsdale.com

T 416.869.2506

VIA EMAIL

Toronto Office

Jeremy D. Schwartz & Natalie Caballero
Stringer LLP, Management Lawyers
20 Queen St. W, Suite 3002
Toronto, Ontario M5H 3R3

Kathryn Bell & Caitlin Hanak
Legal Counsel, International Union of Operating Engineers, Local 793
2245 Speers Road
Oakville, ON L6L 6X8

Dear Messrs. Schwartz, Caballero, Bell and Hanak:

Re: Crane Rental Association of Ontario ("Applicant") and International Union of Operating Engineers, Local 793 ("Responding Party")
OLRB File No. 2973-24-R

As the Board is aware, we are counsel for Pumpcrete Corporation and Aurora Concrete Pumping in respect of the above-noted matter.

We hereby advise we request documents from the Applicant and Responding Party as described below.

The within request is without prejudice and / or without limitation to any position we may take in respect of the arguable or actual relevance of any allegation, document, or evidence in this matter, and we reserve the right to seek further documents.

We request the following:

1. Any and all correspondence, documents, notes, letters, memoranda, emails, text messages, social media messages, audio recordings, voicemails, or video recordings relating to:

- a. The filing of the within application and the decision-making process leading to same;
- b. The collection of employer authorizations;
- c. Pumpcrete Corporation and / or Modern Crane Rental and / or Aurora Concrete Pumping;

2. Any and all meeting minutes, notes, correspondence, resolutions, or documents relating to meetings of the Board of CRAO in relation to the filing of the Application;

3. Any and all settlement documents, collective agreements, or correspondence involving the Union, and / or between the Union and any contractor regarding companies performing concrete pumping or crane rental pertaining to terms and conditions and / or collective agreements covering any work in any non-ICI sector;

We request these documents be produced forthwith and as soon as possible.

Yours truly,

Mathews, Dinsdale & Clark LLP



Jim C. McKeown

JCM:kt

cc: Jeremy Schwartz and Natalie Caballero, *Stringer LLP*
 Kathryn Bell and Caitlin Hanak, *IUOE, Local 793*
 Client

TAB 2

Request for appointment of a conciliation officer

A trade union or employer can apply to the Ministry of Labour, Immigration, Training and Skills Development for assistance in reaching a collective agreement.



Thank you for submitting your request for appointment of a conciliation officer. Reference number: CON-47837

You will receive an email confirmation shortly at:
opavlenko@iuoelocal793.org

Date submitted: February 20, 2025 at 3:45 PM

Request Details

The following party is requesting that the Minister of Labour, Immigration, Training and Skills Development appoint a conciliation officer to confer with the parties and endeavour to effect a collective agreement:

Trade Union

Applicant Information

I, as the applicant, am the representative of

Trade Union

First name

Oksana

Last name

Pavlenko

Position title

Labour Relations Administrative Assistant

Email address

opavlenko@iuoelocal793.org

Phone number

905-469-9299 Extension 2227

Employer Information

Name of the employer

Operating Engineers Employer Bargaining Agency

Has the employer name changed since the most recent collective agreement

No

Employer address

6299 Airport Rd
Suite 703
Mississauga, Ontario L4V 1N3
Canada

Employer contacts

Primary contact

First name Tony

Last name Fanelli

Is this the counsel for the employer No

Position title Executive Director

Email address tfanelli@clrao.ca

Phone number 905-671-0888

Contact 2

First name Jodi

Last name White

Is this the counsel for the employer No

Position title Administrator (Crane Rental Association of Ontario)

Email address jwhite@tcaconnect.com

Phone number416-499-4000 Extension 4130

Contact 3**First name**Mike

Last nameBarrie

Is this the counsel for the employerNo

Position titlePrincipal (Nation Capital Crane Rental Association)

Email addressmbarrie@barriecranerental.com

Phone number613-748-7922

Contact 4**First name**Jack

Last nameMesley

Is this the counsel for the employerNo

Position titlePresident (Ontario Erectors Association Inc.)

Email address jack@ontarioerectors.com

Phone number 705-445-9415

Contact 5

First name Peter

Last name Smith

Is this the counsel for the employer No

Position title Principal (Ontario Association of Foundation Specialists)

Email address peter@hcat.ca

Phone number 905-975-8326

Contact 6

First name David

Last name Rumble

Is this the counsel for the employer No

Position title	President (Associated Earth Movers of Ontario)
Email address	associatedearthmovers@gmail.com
Phone number	905-842-1790

Contact 7

First name	Jim
Last name	Lyons
Is this the counsel for the employer	No

Position title	Executive Director (Windsor Construction Association)
Email address	jlyons@wca.on.ca
Phone number	519-974-9680

Contact 8

First name	John
Last name	Pilat

Is this the counsel for the employer

No

Position titleGeneral Manager (Sarnia
Construction Association)**Email address**

john@sarniaconstruction.ca

Phone number

519-344-7441

Contact 9**First name**

Michael

Last name

Carter

Is this the counsel for the employer

No

Position titleExecutive Director (London & District
Construction Association)**Email address**

m.carter@ldca.on.ca

Phone number

519-453-5322

Contact 10**First name**

Joe

Last name	Keyes
Is this the counsel for the employer	No
Position title	(Hamilton-Halton General Contractors Association c/o Golden Horseshoe General Contractors Association)
Email address	jckeyes11@gmail.com
Phone number	905-902-9422
Contact 11	
First name	Jim
Last name	Vlahos
Is this the counsel for the employer	No
Position title	Executive Director (General Contractors Section of the Toronto Construction Association)
Email address	jvlahos@gcat.org
Phone number	416-499-4101

Contact 12

First name John

Last name DeVries

Is this the counsel for the employer No

Position title President & General Manager
(Ottawa Construction Labour
Relations Association)

Email address jdv@oca.ca

Phone number 613-236-0488

Contact 13

First name Mark

Last name Kivinen

Is this the counsel for the employer No

Position title Executive Director (Northeastern
Ontario Construction Association)

Email address mark@nocabuild.com

Phone number705-673-5619

Contact 14**First name**Jaiden

Last nameTunney

Is this the counsel for the employerNo

Position titleOffice & Marketing Manager
(Northeastern Ontario Construction
Association)

Email addressjaiden@nocabuild.com

Phone number705-673-5619

Contact 15**First name**Scott

Last nameBooth

Is this the counsel for the employerNo

Position titlePresident (Sault Ste. Marie
Construction Association)

Email address

scott@ssmca.com

Phone number

705-759-8830 Extension 2302

Contact 16**First name**

Harold

Last name

Lindstrom

Is this the counsel for the employer

No

Position titleExecutive Director (Construction
Association of Thunder Bay)**Email address**

information@catb.on.ca

Phone number

807-622-9645

Trade Union Information

Trade union nameOperating Engineers Employee
Bargaining Agency (International
Union of Operating Engineers, Local
793)**Has the union name changed**

No

Trade union address

2245 Speers Road
Oakville, Ontario L6L 6X8
Canada

Trade union contacts**Primary contact****First name**

Justin

Last name

O'Neill

Is this the counsel for the trade union

No

Position title

Area Supervisor

Email address

joneill@iuoelocal793.org

Phone number

416-804-7178

Contact 2**First name**

Melissa

Last name

Atkins-Mahaney

Is this the counsel for the trade union

Yes

Position title	Labour Relations Manager / Counsel
-----------------------	------------------------------------

Email address	matkins@iuoelocal793.org
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Phone number	905-469-9299 Extension 2221
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Collective Agreement Information

Your answers

Is this your first collective agreement	No
--	----

Has written notice to bargain been given	Yes
---	-----

Written notice was given by	Trade Union
------------------------------------	-------------

Written notice to bargain date	January 8, 2025
---------------------------------------	-----------------

Collective agreement expiry date	April 30, 2025
---	----------------

Does the collective agreement allow parties to give notice to bargain more than 90 days before the agreement ceases to operate	Yes
---	-----

Additional details

Upload notice to bargain document	PCA_2025-01-08_NTB LETTERS (FULL)_OEErBA.pdf
Upload a signed copy of the collective agreement	PCA_2022-2025 Master Portion_final_unsigned_May 11-23.pdf
Description of bargaining unit	The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer for whom the Union has bargaining rights within the Province of Ontario engaged in work covered by the schedules and classifications set out in this Agreement, and any additional classifications as may be agreed to by the parties.
Number of employees	4421
Employer's business or industry	Construction
Sub-industry	Heavy and Civil Engineering Construction
What construction sector does the bargaining unit belong to	Industrial, Commercial & Institutional (ICI)

Other pertinent Information

The agreement is unsigned because of ongoing residual dispute over calculating the actual amount of weekly board allowance, between the EBA and the Union.

Authority to Request and Certification

Is this a joint request

No

Authorization

I am authorized to submit this request on behalf of the Trade Union.

Certify information

I certify that all information contained within this form, including all attachments, is true, accurate, and complete.

Provide copy of request to the other party

I understand that a completed copy of this request, either electronic or paper, must be served to the other party by the applicant.

TAB 3

April 15, 2025

Jim C. McKeown

jmckeown@mathewsdinsdale.com

T 416.869.2506

VIA EMAIL
CONFIDENTIAL

Toronto Office

Jonathan A. Maier and Allison E. MacIsaac
Hicks Morley
77 King Street West, 39th Floor
Box 371, TD Centre
Toronto, ON M5K 1K8

Dear Mr. Maier and Ms. MacIsaac:

Re: Pumpcrete Corporation / Modern Crane – Non-ICI Collective Bargaining

I have been retained as counsel for Pumpcrete Corporation / Modern Crane ("Pumpcrete") in respect of non-ICI collective bargaining.

It is imperative that my client receives a status update in order to determine appropriate next steps.

Pumpcrete respectfully maintains that CRAO does not possess such authority to bargain on behalf of Pumpcrete or any CRAO members unless duly authorized outside of the ICI sector.

Previously, and leaving aside any questions about CRAO's authority to bargain on behalf of Pumpcrete outside of the ICI sector (which, again, in Pumpcrete's view, there is no such authority), Pumpcrete's understanding was that notice to bargain for collective bargaining in the non-ICI sectors where there are no existing accredited agreements, apart from ICI bargaining, would be sent by CRAO on behalf of its members to the International Union of Operating Engineers, Local 793 ("IUOE"), in light of the application for accreditation that was filed by CRAO at the OLRB earlier in March relating to bargaining rights for the non-ICI sectors.

To date, my client has not seen or been made aware of any notice to bargain being sent to the IUOE.

Accordingly, we are asking that the following questions be answered as soon as possible and by no later than end of business day Wednesday, April 16, 2025.

Is CRAO, on its own behalf or on behalf of any of its members, including but not limited to Pumpcrete, sending a notice to bargain to the IUOE for non-ICI collective bargaining separate from ICI bargaining? If so, when will it be done? If it has already been done, when was it done?

Next, have CRAO and IUOE agreed, whether at the ICI bargaining table or elsewhere, that the Provincial ICI Collective Agreement and/or Schedule "A" thereto will be the collective agreement for the purposes of the CRAO's applied-for accreditation? If so, what are the details of that agreement? In CRAO's view, have provincial ICI negotiations included any discussion or proposals regarding work in the non-ICI sectors? If so, what are the details?

Failure to respond may result in Pumpcrete taking steps to protect its positions, including but not limited to seeking clarification from the Ontario Labour Relations Board regarding representation rights and / or the filing of any necessary related applications.

We look forward to receiving your response.

Yours truly,
Mathews, Dinsdale & Clark LLP

A handwritten signature in black ink, appearing to read "Jim C. McKeown", written in a cursive style.

Jim C. McKeown
JCM:kt

cc: Jason Hanna (jason@liftallcrane.ca)
Client

TAB 4



Hicks Morley Hamilton Stewart Storie LLP
77 King St. W., 39th Floor, Box 371, TD Centre
Toronto, ON M5K 1K8
Tel: 416.362.1011 Fax: 416.362.9680

ALLISON E. MACISAAC
allison-macisaac@hicksmorley.com
Direct: 416.864.7326
Cell: 416.904.4113

Toronto
Waterloo
London
Kingston
Ottawa

File No. 10156-79

April 16, 2025

BY EMAIL

Jim McKeown
Mathews, Dinsdale & Clark LLP
8 Spadina Avenue
Toronto, ON M5V 0S8

Dear Mr. McKeown:

Re: Crane Rental Association of Ontario – Application for Accreditation

As you know, we are counsel the Crane Rental Association of Ontario (“CRAO”) with respect to the above-noted matter. We are in receipt of your correspondence dated April 15, 2025.

To begin, we note that Pumpcrete Corporation / Modern Crane is an active member of the CRAO. The aims and objectives of the CRAO, as set out in its By-Laws include negotiating and entering into collective agreements with trade unions on behalf of its members, including Pumpcrete Corporation / Modern Crane. The CRAO’s aims and objectives also include becoming an accredited employers’ association under the *Labour Relations Act, 1995* and to exercise the rights and to perform the obligations under the *Labour Relations Act, 1995*, on behalf of its members and any other employers for whom it may from time to time be accredited as a bargaining agent. Accordingly, we request that you please advise as to on what basis your client suggests that the CRAO does not possess authority to bargain on behalf of its members outside of the ICI sector.

The CRAO did not provide any representation or confirmation that it had decided to provide Notice to Bargain to the International Union of Operating Engineers, Local 793 (“**Local 793**”), as you suggest in your correspondence. At most, myself as counsel for the CRAO and yourself (in your capacity as counsel to an unrelated company) may have had without prejudice exploratory discussions regarding potential options regarding bargaining. The purpose and limited scope of those without prejudice discussions were made clear to you at the time they occurred. It is therefore highly inappropriate to see such a suggestion made in your correspondence in an unrelated matter.

As your client is aware, the CRAO is a constituent member of the Operating Engineers Employer Bargaining Agency. It is therefore authorized to represent Pumpcrete/ Modern Crane and other CRAO members in ICI bargaining with the Operating Engineers Employee Bargaining Agency. The scope of such negotiations are expressly limited by statute to matters concerning the ICI sector. The CRAO has and continues to exercise its rights to bargain on its members' behalf in accordance with the *Labour Relations Act, 1995*.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Allison E. MacIsaac', with a stylized flourish at the end.

Allison E. MacIsaac
AEM/ajg
Encls.

TAB 5

Friday, March 7, 2025

CALL TO ACTION – STOP FORCED UNION ACCREDITATION

We, the undersigned, demand that CRAO immediately halt all efforts to seek accreditation with Local 793 until a full, transparent, and democratic consultation process is conducted.

This process must include:

1. Full disclosure of all legal and financial implications to CRAO members.
2. An open vote by all impacted businesses and stakeholders.
3. Immediate cessation of all actions taken without membership approval.
4. Any decision of this magnitude must reflect the voices of all members, not a select few.

By signing this petition, we stand for the protection of our businesses, our industry, and our fundamental rights to operate freely without forced unionization.

If you do not act now, your rights, your contracts, and your financial future will be dictated by Local 793.

This is your stand. Make it count.

We the undersigned, requisition the Directors of the Crane Rental Association of Ontario (CRAO) to call a meeting of members as prescribed by the Not-for-Profit Corporations Act, 2010.

Local 793 of the International Union of Operating Engineers is assisting CRAO with their accreditation application - without transparency, without consultation, and without the consent of the very businesses it will destroy.

Local 793's involvement means one thing - ACCREDITATION BENEFITS LOCAL 793.

Purpose - the Board of Directors of the CRAO must provide the membership with a timeline of the decision-making process; inclusive of financial burdens to the Association, meeting minutes, and voting structure.

And a plan for exercising the bargaining rights that the accreditation would aim to achieve that would actually accomplish a collective agreement for non-ici sectors separate from the ici agreement.

To date there has been no explanation as to why or how an accreditation will be used to gain a better collective agreement for the non-ici sectors.

We the undersigned, charge the Board of Directors for violating the CRAO Constitution, applicable bi-laws and internal policy.

The Board of Directors have not fulfilled their obligation to the membership or fiduciary duties as officers.

The CRAO Constitution prohibits active Local 793 union members from voting on any union matters to avoid conflict of interest.

Sign below to take a stand for your business and your future.

THIS IS YOUR INDUSTRY. YOUR BUSINESS. YOUR CHOICE.

Supporter's Name

Brad Thomson

Signature



Email Address

brad@thomkesscranerentals.comthomkesscranerentals.com

Phone Number

(647) 621-8196

Company

If the Union wants this it needs a lot more explanation

Reminders: By submitting this form, you agree that the information provided is accurate and truthful to the best of your knowledge. Please provide relevant and accurate information to support the cause.

Friday, March 7, 2025

CALL TO ACTION – STOP FORCED UNION ACCREDITATION

We, the undersigned, demand that CRAO immediately halt all efforts to seek accreditation with Local 793 until a full, transparent, and democratic consultation process is conducted.

This process must include:

1. Full disclosure of all legal and financial implications to CRAO members.
2. An open vote by all impacted businesses and stakeholders.
3. Immediate cessation of all actions taken without membership approval.
4. Any decision of this magnitude must reflect the voices of all members, not a select few.

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This is your stand. Make it count.

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Local 793 of the International Union of Operating Engineers is assisting CRAO with their accreditation application - without transparency, without consultation, and without the consent of the very businesses it will destroy.

Local 793's involvement means one thing - ACCREDITATION BENEFITS LOCAL 793.

Purpose - the Board of Directors of the CRAO must provide the membership with a timeline of the decision-making process; inclusive of financial burdens to the Association, meeting minutes, and voting structure.

And a plan for exercising the bargaining rights that the accreditation would aim to achieve that would actually accomplish a collective agreement for non-ici sectors separate from the ici agreement.

To date there has been no explanation as to why or how an accreditation will be used to gain a better collective agreement for the non-ici sectors.

We the undersigned, charge the Board of Directors for violating the CRAO Constitution, applicable bi-laws and internal policy.

The Board of Directors have not fulfilled their obligation to the membership or fiduciary duties as officers.

The CRAO Constitution prohibits active Local 793 union members from voting on any union matters to avoid conflict of interest.

Sign below to take a stand for your business and your future.

THIS IS YOUR INDUSTRY. YOUR BUSINESS. YOUR CHOICE.

Supporter's Name

Brad Thomson

Signature



Email Address

brad@thomkesscranerentals.comthomkesscranerentals.com

Phone Number

(647) 621-8196

Company

If the Union wants this it needs a lot more explanation

Reminders: By submitting this form, you agree that the information provided is accurate and truthful to the best of your knowledge. Please provide relevant and accurate information to support the cause.

Wednesday, March 12, 2025

CALL TO ACTION – STOP FORCED UNION ACCREDITATION

We, the undersigned, demand that CRAO immediately halt all efforts to seek accreditation with Local 793 until a full, transparent, and democratic consultation process is conducted.

This process must include:

1. Full disclosure of all legal and financial implications to CRAO members.
2. An open vote by all impacted businesses and stakeholders.
3. Immediate cessation of all actions taken without membership approval.
4. Any decision of this magnitude must reflect the voices of all members, not a select few.

By signing this petition, we stand for the protection of our businesses, our industry, and our fundamental rights to operate freely without forced unionization.

If you do not act now, your rights, your contracts, and your financial future will be dictated by Local 793.

This is your stand. Make it count.

We the undersigned, requisition the Directors of the Crane Rental Association of Ontario (CRAO) to call a meeting of members as prescribed by the Not-for-Profit Corporations Act, 2010.

Local 793 of the International Union of Operating Engineers is assisting CRAO with their accreditation application - without transparency, without consultation, and without the consent of the very businesses it will destroy.

Local 793's involvement means one thing - ACCREDITATION BENEFITS LOCAL 793.

Purpose - the Board of Directors of the CRAO must provide the membership with a timeline of the decision-making process; inclusive of financial burdens to the Association, meeting minutes, and voting structure.

And a plan for exercising the bargaining rights that the accreditation would aim to achieve that would actually accomplish a collective agreement for non-ici sectors separate from the ici agreement.

To date there has been no explanation as to why or how an accreditation will be used to gain a better collective agreement for the non-ici sectors.

We the undersigned, charge the Board of Directors for violating the CRAO Constitution, applicable bi-laws and internal policy.

The Board of Directors have not fulfilled their obligation to the membership or fiduciary duties as officers.

The CRAO Constitution prohibits active Local 793 union members from voting on any union matters to avoid conflict of interest.

Sign below to take a stand for your business and your future.

THIS IS YOUR INDUSTRY. YOUR BUSINESS. YOUR CHOICE.

Supporter's Name

Stan Jovanovski

Signature



Email Address

stan@pumpcrete.com

Phone Number

(647) 237-0469

Company

Pumpcrete Corporation

Reminders: By submitting this form, you agree that the information provided is accurate and truthful to the best of your knowledge. Please provide relevant and accurate information to support the cause.

Friday, March 7, 2025

CALL TO ACTION – STOP FORCED UNION ACCREDITATION

We, the undersigned, demand that CRAO immediately halt all efforts to seek accreditation with Local 793 until a full, transparent, and democratic consultation process is conducted.

This process must include:

1. Full disclosure of all legal and financial implications to CRAO members.
2. An open vote by all impacted businesses and stakeholders.
3. Immediate cessation of all actions taken without membership approval.
4. Any decision of this magnitude must reflect the voices of all members, not a select few.

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If you do not act now, your rights, your contracts, and your financial future will be dictated by Local 793.

This is your stand. Make it count.

We the undersigned, requisition the Directors of the Crane Rental Association of Ontario (CRAO) to call a meeting of members as prescribed by the Not-for-Profit Corporations Act, 2010.

Local 793 of the International Union of Operating Engineers is assisting CRAO with their accreditation application - without transparency, without consultation, and without the consent of the very businesses it will destroy.

Local 793's involvement means one thing - ACCREDITATION BENEFITS LOCAL 793.

Purpose - the Board of Directors of the CRAO must provide the membership with a timeline of the decision-making process; inclusive of financial burdens to the Association, meeting minutes, and voting structure.

And a plan for exercising the bargaining rights that the accreditation would aim to achieve that would actually accomplish a collective agreement for non-ici sectors separate from the ici agreement.

To date there has been no explanation as to why or how an accreditation will be used to gain a better collective agreement for the non-ici sectors.

We the undersigned, charge the Board of Directors for violating the CRAO Constitution, applicable bi-laws and internal policy.

The Board of Directors have not fulfilled their obligation to the membership or fiduciary duties as officers.

The CRAO Constitution prohibits active Local 793 union members from voting on any union matters to avoid conflict of interest.

Sign below to take a stand for your business and your future.

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Supporter's Name

Dinah Mainville

Signature



Email Address

dinah@thenortherngroup.ca

Phone Number

(705) 665-1048

Company

Northern Equipment Rentals

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Thursday, March 6, 2025

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Supporter's Name

Corey Castonguay

Signature



Email Address

coreycast@hotmail.com

Phone Number

(705) 918-0682

Company

Northern Equipment Rentals

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Supporter's Name

Matt Hamilton

Signature



Email Address

matt@mainlinecrane.com

Phone Number

(519) 617-6080

Company

Mainline Crane Rentals

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Wednesday, April 9, 2025

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Supporter's Name

Laura Sciacca

Email Address

laura.sciacca@jclgroup.ca

Phone Number

(416) 936-8544

Company

JCL Concrete Pumping Ltd. and JCL Highrise

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Supporter's Name

Jeff Baker

Signature



Email Address

jeff@doubledcrane.com

Phone Number

(905) 638-1057

Company

Double D Crane Service Inc.

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Supporter's Name

Ray Cameron

Signature



Email Address

ray@cameroncrane.net

Phone Number

(519) 878-2083

Company

Cameron Crane & Riggers Inc

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Supporter's Name

Kristopher Wuis

Signature



Email Address

kriswuis@gmail.com

Phone Number

(705) 312-5594

Company

Aurora Concrete Pumping

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