

Proud member of:



Jeremy D. Schwartz
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August 8, 2025

Via Electronic Submission

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

Dear Ms. Gilbert,

**Re: Crane Rental Association of Ontario and International Union of Operating
Engineers, Local 793
OLRB File: 2973-24-R (Application for Accreditation)**

We are counsel for the Applicant, the Crane Rental Association of Ontario (“CRAO”) in the above noted Application for Accreditation. Enclosed are the CRAO’s submissions in response to the below noted intervenors in accordance with the Board’s Decision of July 22, 2025.

Tab 1: JCL Concrete Pumping Ltd.
Tab 2: Labourers' International Union of North America
Tab 3: Aurora Concrete Pumping Ltd. and Pumpcrete Corporation

We trust this is satisfactory to the Board.

Yours very truly,

STRINGER LLP

A handwritten signature in cursive script that reads "Jeremy Schwartz".

Jeremy D. Schwartz

Prior cc.

Kathryn Bell, Counsel, Operating Engineers Local 793 (*via email*)

Diana Laranja, Counsel, Utility Contractors' Association of Ontario, the Ontario Formwork Association, Frankfurt Investments (1985) Limited (*via email*)

Richard Charney, Brian Wood and Sheila Tracey, Counsel, Ontario Concrete and Drain Contractors Association (*via email*)

Jim C. McKeown, Counsel, Aurora Concrete Pumping Ltd, Pumpcrete Corporation (*via email*)

Matthew Craig, Counsel, JCL Concrete Pumping Ltd. (*via email*)

Kristaq Lala, Ben Katz, Hong Hua (Emily Li) et al. Counsel, Labourers' International Union of North America (*via email*)

cc. Client

TAB 1

Introduction:

1. These are the submissions of the Crane Rental Association of Ontario (“CRAO”) in response to the submissions of JCL Concrete Pumping Ltd. (“JCL”) in the above-captioned application for accreditation (the “Application”) filed pursuant to section 134 of the Labour Relations Act, 1995 (the “Act”).
2. JCL opposes its inclusion in the list of member employers and seeks to exclude its employees from the count for determining majority support under the Act. It further alleges that the CRAO lacks authorization to represent it and that the applied-for bargaining unit is overly broad and extends to work outside the construction industry. Additionally, JCL argues that the CRAO’s Employer Authorizations are defective.
3. JCL’s allegations are without merit. JCL is and has been a member of the CRAO at all material times, CRAO has authorization to represent JCL for the bargaining unit applied for in the Application, and JCL’s employees are properly included in the count of affected employees under section 134 of the Act.
4. These submissions address each allegation in turn.

Response to Allegation Regarding Membership Status:

4. JCL asserts that it is not a member of the CRAO and has not authorized the CRAO to act on its behalf. This assertion is both factually and legally incorrect. In fact, regardless of whether JCL resigned from membership in 2019 (which may or not have been effective), the same representative of JCL requested the CRAO reinstate JCL’s membership in 2022, which the CRAO did, and JCL has been a member in good standing ever since.
5. First, JCL’s alleged resignation from the CRAO in 2019 was procedurally ineffective. Article 17(H) of CRAO’s By-Law No. 1 provides:

A member may resign by resignation in writing which shall be effective upon acceptance thereof by the Board of Directors, but the member shall remain liable for payment of any assessment or other sum levied, and for other sums which became payable by that member to the Corporation prior to the acceptance by the Board of Directors of that member’s resignation.
6. JCL has provided no evidence that its resignation was ever accepted by, or submitted to, the CRAO’s Board of Directors. In the absence of such acceptance, the resignation remains legally incomplete and without effect. A unilateral communication purporting to resign, such as an email, does not satisfy the CRAO’s formal requirements for terminating membership.
7. Regardless of whether the 2019 resignation was effective (which is denied but is likely moot), JCL expressly sought to reinstate its membership in 2022. In an email dated November 25, 2022, JCL’s Director of Operations, Laura Sciacca, stated: “We would like to reinstate our CRAO membership. Please advise to our next steps.” Earlier that year, on February 23, 2022,

JCL's Manager wrote to the CRAO Administrator: "I am very interested in joining your association, as the representative of JCL Concrete Pumping. I know that a new agreement between us (mobile crane and concrete pump operators) is coming up for renewal, and I would like an opportunity to be a part of said negotiations if possible." The reinstatement request was accompanied by a completed membership application and payment details, the email thread re same is attached as Tab A.

8. JCL's own correspondence also undermines its present reliance on the 2019 email. On November 25, 2022, Ms. Sciacca initially wrote that she could not recall resigning from CRAO, then she wrote: "Yes I recall. I wrote this letter with my lawyer. As now that has past. We would like to reinstate our CRAO membership. Please advise to our next steps." This is an admission that the 2019 communication related to a past position. It is inconsistent with the claim that JCL has not authorized the CRAO to represent it.
9. These communications confirm that JCL not only sought to reinstate membership but intended to participate in bargaining conducted by the CRAO. In addition, JCL has paid its membership dues and remained in good standing ever since 2022 (see Tab B CRAO Membership Dues records), which is consistent with active participation as a member employer.
10. Plainly, JCL is once again confused or misremembering the fact of its membership status.

Response to Allegation Regarding Scope of the Proposed Bargaining Unit:

8. JCL's submission that the proposed bargaining unit is overly broad because it includes "manned crane and equipment rental" is without merit. The CRAO is not seeking to include dry rental operations or logistics services. The Application expressly relates to the *manned rental* of cranes, concrete pumps, and similar equipment for use on construction sites.
9. The CRAO's Application clearly applies only to the *manned* rental of cranes, concrete pumps, and similar equipment services that are performed at construction sites and are integral to the work of constructing, altering, and repairing buildings and structures.
10. Section 1(1) of the *Labour Relations Act, 1995* (the "Act") defines "construction" as including:
constructing, altering, decorating, repairing or demolishing buildings, structures, roads, sewers, water or gas mains, pipe lines, tunnels, bridges, canals or other works at the site..."
11. The manned rental of cranes and concrete pumping equipment is integral to the work of constructing, altering, and repairing buildings and structures, and is performed *at the site*. It is therefore plainly within the scope of "construction" as defined by the Act.
12. JCL's own past conduct contradicts its position. It has operated under the ICI Provincial Collective Agreement between the Operating Engineers Employer Bargaining Agency and the Operating Engineers Employee Bargaining Agency, which expressly contemplates the inclusion of equipment rental in the construction industry. The preamble to that Agreement states:

WHEREAS the Union and the Employer are desirous of establishing a form of standard collective agreement with respect to employees of Employers engaged in the construction industry as defined in the *Labour Relations Act* and equipment rental within the Province of Ontario...”

13. The inclusion of “equipment rental” in this standard collective agreement reflects industry-wide recognition that manned rental of construction equipment is not ancillary or peripheral, it is part of the construction industry as defined under the Act.
14. Accordingly, the CRAO submits that the bargaining unit description is appropriate, consistent with the statutory definition of construction, and reflective of established Board and industry practice.

Response to Allegation Regarding Employer Authorization

15. JCL argues that the CRAO’s Employer Authorizations are defective because they do not replicate the precise wording of the applied-for bargaining unit. The Board has consistently held that the question is whether the authorization vests the necessary authority for the employers’ organization to act as the employer’s representative, not whether the authorization restates the bargaining unit description verbatim.
16. In *Terrazzo, Tile and Marble Guild of Ontario, Inc. v Brick and Allied Craft Union of Canada and its Locals 1*, 2019 [CanLII 4181](#) (ON LRB), the Board rejected arguments that authorizations were invalid because the employers “could not authorize” or “did not realize” they were granting province-wide bargaining rights. The Board found there was “absolutely no objective evidence” to look behind authorizations that “vest all necessary authority in the Guild ... including acting as its agent and representative in connection with the negotiation and administration” of the relevant collective agreement.
17. Similarly, in *Electrical Power Systems Construction Association v. United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada*, 2007 [CanLII 49764](#) (ON LRB), the Board considered two different forms of employer authorizations, neither of which matched the bargaining unit description later adopted by the Board. Both forms were upheld because they expressly vested all necessary authority in EPSCA to act as its agent and representative for the purposes of accreditation and collective bargaining. The Board was “satisfied each employer... provided the applicant with the appropriate authority to enable it to carry out the duties and responsibilities of an accredited employers’ organization under the Act.”
18. The CRAO’s Employer Authorizations use the same essential vesting language: they authorize the CRAO to act as the employer’s agent and representative in collective bargaining. That is all the Act requires. Once accreditation is granted, the CRAO’s authority is automatically confined to the bargaining unit description in the Board’s order.

19. JCL's position confuses the function of an authorization with the eventual scope of representation. An authorization's purpose is to establish agency; the scope of that agency is fixed by the accreditation order. As *Terrazzo* and *EPSCA* confirm, there is no legal requirement that an authorization form contain, or be limited by, the exact bargaining unit wording later sought.

Conclusion:

20. JCL's arguments regarding non-membership, the bargaining unit's scope, and the nature of construction work are without merit, internally inconsistent, and contradicted by its own conduct, longstanding industry practice and Board jurisprudence.

21. Accordingly, the CRAO respectfully submits that JCL's employees should be included in the count for support, and its objections should be dismissed in their entirety.

TAB A

From: Jenifer Fitzpatrick <Jenifer.Fitzpatrick@mammoet.com>
Sent: Friday, November 25, 2022 10:49 AM
To: mark@amherstgroup.ca; 'Jason Hanna' <jason.hanna@moderncrane.ca>; 'Betty Quan' <bquan@tcaconnect.com>
Cc: 'Jonathan A. Maier' <jonathan-maier@hicksmorley.com>; 'Jeffrey Burke' <jeffrey@liftallcrane.ca>; 'Kris Wuis' <kriswuis@gmail.com>; matt.archer@cranewayequipment.com; 'Aaron Hanna' <aaron.hanna@moderncrane.ca>; Jeremy Asher <Jeremy.Asher@mammoet.com>; 'Mark Williams' <mark@moderncrane.ca>; 'Matthew Welstead' <matthew@welstead.com>
Subject: RE: Crane Rental Association Contact

Hi,

I am okay with it.

Jen

Jenifer Fitzpatrick

Operations Director, Crane Division



Mammoet Canada Eastern Ltd.
7504 McLean Rd. E.
Puslinch, Ontario
N1H 6H9 Canada

Direct +1 519-620-3339
Phone +1 519-740-0550 Ext. 3339
Mobile +1 519-242-9363
Fax +1 519-836-2640
E-mail jenifer.fitzpatrick@mammoet.com
Web www.mammoet.com

From: mark@amherstgroup.ca <mark@amherstgroup.ca>
Sent: Friday, November 25, 2022 10:24 AM
To: 'Jason Hanna' <jason.hanna@moderncrane.ca>; 'Betty Quan' <bquan@tcaconnect.com>
Cc: 'Jonathan A. Maier' <jonathan-maier@hicksmorley.com>; 'Jeffrey Burke' <jeffrey@liftallcrane.ca>; Jenifer Fitzpatrick <Jenifer.Fitzpatrick@mammoet.com>; 'Kris Wuis' <kriswuis@gmail.com>; matt.archer@cranewayequipment.com; 'Aaron Hanna' <aaron.hanna@moderncrane.ca>; Jeremy Asher <Jeremy.Asher@mammoet.com>; 'Mark Williams' <mark@moderncrane.ca>; 'Matthew Welstead' <matthew@welstead.com>
Subject: RE: Crane Rental Association Contact

ALERT: This message originated from outside of Mammoet's network. **BE CAUTIOUS** before clicking any link or attachment.

Im good with it

From: Jason Hanna <jason.hanna@moderncrane.ca>

Sent: November 25, 2022 9:29 AM

To: Betty Quan <bquan@tcaconnect.com>

Cc: Jonathan A. Maier (jonathan-maier@hicksmorley.com) <jonathan-maier@hicksmorley.com>; Jeffrey Burke <jeffrey@liftallcrane.ca>; Jenifer Fitzpatrick (jenifer.fitzpatrick@mammoet.com) <jenifer.fitzpatrick@mammoet.com>; Kris Wuis (kriswuis@gmail.com) <kriswuis@gmail.com>; Mark Welstead <mark@amherstgroup.ca>; matt.archer@cranewayequipment.com; Aaron Hanna <aaron.hanna@moderncrane.ca>; Jeremy Asher (Jeremy.asher@mammoet.com) <Jeremy.asher@mammoet.com>; Mark Williams <mark@moderncrane.ca>; Matthew Welstead (matthew@welstead.com) <matthew@welstead.com>

Subject: Re: Crane Rental Association Contact

I am ok with it, Get the rest of the boards vote please.

Thank YYou

Jason Hanna
VP of Operations.
Cell: (416) 841-0657

On Nov 25, 2022, at 9:25 AM, Betty Quan <bquan@tcaconnect.com> wrote:

Hi All – Laura from JCL sent the below response about their membership application request. Please advise.

Betty

From: Laura Sciacca <laura.sciacca@jclgroup.ca>

Sent: November 25, 2022 9:19 AM

To: Betty Quan <bquan@tcaconnect.com>

Cc: santo.costabile jclgroup.ca <santo.costabile@jclgroup.ca>

Subject: Re: Crane Rental Association Contact

CAUTION: External Email.

Hi Betty

Yes I recall. I wrote this letter with my lawyer. As now that has past. We would like to reinstate our CRAO membership.

Please advise to our next steps.

Thank you,

Laura

Sent from my iPhone

On Nov 25, 2022, at 1:21 PM, Betty Quan <bquan@tcaconnect.com> wrote:

Good morning Laura. Attached is the email that I sent Santo's last night.

Betty Quan
Crane Rental Association of Ontario
70 Leek Crescent
Richmond Hill, Ontario L4B 1H1
416-499-4000 x4119
www.cranerentalontario.com
<image001.png>

From: Laura Sciacca <laura.sciacca@jclgroup.ca>
Sent: November 24, 2022 10:40 PM
To: santo.costabile jclgroup.ca <santo.costabile@jclgroup.ca>
Cc: Betty Quan <bquan@tcaconnect.com>
Subject: Re: Crane Rental Association Contact

CAUTION: External Email.

Hi Betty
Hope all is well. I have never, nor do I recall, personally cancelling the CRAO. Would you remind me of who has done this ?
Please advise,
Laura
Sent from my iPhone

On Nov 25, 2022, at 12:54 AM, santo.costabile jclgroup.ca
<santo.costabile@jclgroup.ca> wrote:

I dont,
I also relayed that to Mark Williams as well, I'm not sure what 2019 has to do with 2022 though ?

As long as I've been employed here, we were not a part of the association. Now I feel that we should be, and as the 3rd largest unionized concrete pump company, I dont see what the hold up is either ??

On November 24, 2022 6:52:10 PM Betty Quan <bquan@tcaconnect.com> wrote:

| Hi Santo:

The CRAO Board of Directors is asking if you recall the reason that JCL had cancelled your CRAO membership back in 2019.

Thanks,

Betty Quan
Crane Rental Association of Ontario
70 Leek Crescent
Richmond Hill, Ontario L4B 1H1
416-499-4000 x4119
www.cranerentalontario.com
<image007.png>

From: santo.costabile@jclgroup.ca <santo.costabile@jclgroup.ca>
Sent: November 10, 2022 7:36 PM
To: Betty Quan <bquan@tcaconnect.com>
Subject: RE: Crane Rental Association Contact

CAUTION: External Email.

Hi Betty,

Just reaching out to check on the status of my membership approval.

I'm not too sure what the delay would be, as I'm more than sure the other members would have no issue with adding another member from the 3rd largest unionized concrete pump company ??

Could you please let me know, thank you in advance for your time.

Santo Costabile
Manager
JCL Group Inc
416-771-7776

<image002.png>

<image003.png>

<image004.png>

<image005.png>

<image006.png>

From: [Betty Quan](mailto:Betty.Quan)
Sent: March 17, 2022 9:36 AM
To: santo.costabile@jclgroup.ca
Cc: [Laura Sciacca](mailto:Laura.Sciacca)
Subject: RE: Crane Rental Association Contact

Hi Santo - thank you for the follow up. The CRAO Board has yet to make a final decision on the membership approval. I will let you know asap once they do.

As for the involvement in upcoming negotiations, only the negotiation committee is included in the discussions with the union. If you would like to provide any feedback or suggestions, please share them with me in an email and I will be happy to forward them on. Last month we sent out an email to the membership asking for their input and quite a few members came back with some good ideas. So please send me yours.

Thanks,

Betty Quan
Crane Rental Association of Ontario
70 Leek Crescent
Richmond Hill, Ontario L4B 1H1
416-499-4000 x4119
www.cranerentalontario.com
<image007.png>

From: santo.costabile [jclgroup.ca](mailto:santo.costabile@jclgroup.ca) <santo.costabile@jclgroup.ca>
Sent: Thursday, March 17, 2022 6:18 AM
To: Betty Quan <bquan@tcaconnect.com>
Cc: Laura Sciacca <laura.sciacca@jclgroup.ca>
Subject: RE: Crane Rental Association Contact

CAUTION: External Email.

Hi Betty

Just following up on this, its been over 2 weeks now.

I know talks/meetings are coming up, and I don't want to miss the opportunity to be a part of them

Thank you in advance

Santo Costabile
Manager
JCL Group Inc
416-771-7776

<image008.png>

<image009.png>

<image010.png>

<image011.png>

<image012.png>

From: [Betty Quan](#)
Sent: February 24, 2022 11:09 AM
To: santo.costabile@jclgroup.ca
Cc: [Laura Sciacca](#)
Subject: RE: Crane Rental Association Contact

Thanks Santo. I will not charge your credit card until the Board review and approved the membership. I'll be in touch.

Betty Quan
Crane Rental Association of Ontario
70 Leek Crescent
Richmond Hill, Ontario L4B 1H1
416-499-4000 x4119
www.cranerentalontario.com
<image007.png>

From: santo.costabile@jclgroup.ca <santo.costabile@jclgroup.ca>
Sent: February 24, 2022 9:34 AM
To: Betty Quan <bquan@tcaconnect.com>
Cc: Laura Sciacca <laura.sciacca@jclgroup.ca>
Subject: RE: Crane Rental Association Contact

CAUTION: External Email.

Good Morning,

Please find attached, my application for membership as well as Credit Card information.

Please let me know the next steps, thank you in advance

Santo Costabile
Manager
JCL Group Inc
416-771-7776

<image013.png>

<image014.png>

<image015.png>

<image016.png>

<image017.png>

From: [Betty Quan](#)
Sent: February 23, 2022 11:00 AM
To: santo.costabile@jclgroup.ca
Subject: RE: Crane Rental Association Contact

Hi Santo:
Thank you for your email. You can complete the contractor/active membership application found here: <http://cranerentalontario.com/join.htm>

and I will send it to the CRAO Board of Directors for review/approval.

In the meantime, we have asked the membership for input into the new collective agreement and received quite a bit of feedback. If you wish to provide me with your comments about it, I will pass it along to the negotiation committee.

Thank you.

Betty Quan
Crane Rental Association of Ontario
70 Leek Crescent
Richmond Hill, Ontario L4B 1H1
416-499-4000 x4119
www.cranerentalontario.com
<image007.png>

From: santo.costabile@jclgroup.ca <santo.costabile@jclgroup.ca>
Sent: February 23, 2022 10:27 AM
To: Betty Quan <bquan@tcaconnect.com>
Subject: Fwd: Crane Rental Association Contact

CAUTION: External Email.

Good Morning

I was referred to contact you by Peggy at Local 793,
I also left a message on Tuesday.

I am very interested in joining your association, as the representative of JCL Concrete Pumping.

I know that a new agreement between us (mobile crane and concrete pump operators) is coming up for renewal, and I would like an opportunity to be a part of said negotiations if possible.

Please let me know if that would be an option

Santo Costabile

Manager
JCL Concrete Pumping
[Jclgroup.ca](http://jclgroup.ca)

--- Forwarded message ---

From: Peggy Andam pandam@iuoelocal793.org
Date: February 16, 2022 12:42:21 PM
Subject: Crane Rental Association Contact
To: santo.costabile jclgroup.ca santo.costabile@jclgroup.ca

Hello Santo:

In accordance with our phone correspondence, you can contact the Crane Rental Association at:

Betty Quan (Administrator) – bquan@tcaconnect.com
Website: <http://www.cranerentalontario.com/>

Kind regards,

Peggy Blessing Andam • Labour Relations Coordinator
IUOE Local 793

Address 2245 Speers Road, Oakville, ON, L6L 6X8
Office 905-469-9299 ext 2225
Toll Free 1-877-793-4863
Fax 905-465-4343
Email pandam@iuoelocal793.org
Website www.iuoelocal793.org

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TAB B

CRANE RENTAL ASSOCIATION

TRANSACTION RECORD

TRANSACTION APPROVED - THANK YOU

Payment Details

Transaction Type: PURCHASE

Transaction Amount: \$395.50 (CAD)

Order ID: JCL CONCRETE PUMPING 3833

Card Num: **** * 4422

Card Type: VISA

Resp Code - ISO Code: 027 - 01

Auth Code: 037565

Reference Num: 661424520012260060 M

Date/Time: Dec 20 2022 10:01AM

SIGNATURE

Cardholder will pay card issuer above amount pursuant to Cardholder Agreement

CRANE RENTAL ASSOCIATION

TRANSACTION RECORD

TRANSACTION APPROVED - THANK YOU

Payment Details

Transaction Type: PURCHASE

Transaction Amount: \$395.50 (CAD)

Order ID: 3955 JCL Concrete Pumping

Card Num: **** * 1779

Card Type: VISA

Resp Code - ISO Code: 027 - 01

Auth Code: 030761

Reference Num: 661424520012540020 M

Date/Time: Dec 27 2023 04:14PM



SIGNATURE

Cardholder will pay card issuer above amount pursuant to Cardholder Agreement



CRANE RENTAL
ASSOCIATION OF ONTARIO

Crane Rental Association of Ontario
70 Leek Crescent
Richmond Hill, ON L4B 1H1
(416) 499-4000
www.cranerentalassociationontario.com

TO:

JCL Concrete Pumping
Santo Costable
15 Bethridge Road
Toronto, ON, M9W 1M6

INVOICE

Invoice #:	3955
Date:	12/20/2023

Description	Tax	Amount
2024 CRAO Contractor Membership Dues	H	350.00
HST @ 13% HST # 12435 7757 RT0001		45.50
Payment Due by Jan 31st, 2024		
Please make cheque payable to: Crane Rental Association of Ontario		
Or by Visa/Master Card _____		
Expiry Date _____		
Cardholder Name: _____		
Signature _____		
Email to send receipt _____		
NET 30 days		
		Total Amount Due: \$395.50

Any questions regarding this invoice please contact:
Jodi White: Telephone - 416-499-4000 Ext 4130
E-Mail - jwhite@tcaconnect.com

CRANE RENTAL ASSOCIATION

TRANSACTION RECORD

TRANSACTION APPROVED - THANK YOU

Payment Details

Transaction Type: PURCHASE

Transaction Amount: \$395.50 (CAD)

Order ID: JCL Concrete Pumping 4059

Card Num: **** * 5248

Card Type: VISA

Resp Code - ISO Code: 027 - 01

Auth Code: 075687

Reference Num: 661424520012750030 M

Date/Time: Mar 08 2025 08:49PM

SIGNATURE

Cardholder will pay card issuer above amount pursuant to Cardholder Agreement



CRANE RENTAL
ASSOCIATION OF ONTARIO

Crane Rental Association of Ontario
70 Leek Crescent
Richmond Hill, ON L4B 1H1
(416) 499-4000
www.cranerentalassociationontario.com

TO:

JCL Concrete Pumping
Santo Costable
15 Bethridge Road
Toronto, ON, M9W 1M6

INVOICE

Invoice #:	4059
Date:	12/30/2024

Description	Tax	Amount
2025 CRAO Contractor Membership Dues	H	350.00
HST @ 13% HST # 12435 7757 RT0001		45.50
Payment Due by Jan 31st, 2025		
Please make cheque payable to: Crane Rental Association of Ontario		
Or by Visa/Master Card _____		
Expiry Date _____		
Cardholder Name: _____		
Signature _____		
Email to send receipt _____		
NET 30 days		
		Total Amount Due: \$395.50

Any questions regarding this invoice please contact:
Jodi White: Telephone - 416-499-4000 Ext 4130
E-Mail - jwhite@tcaconnect.com

TAB 2

Introduction:

1. These are the submissions of the Crane Rental Association of Ontario (“CRAO”) in response to the submissions of the Labourers’ International Union of North America Locals 183, 493, 506, 527, 607, 625, 837, 1036, 1059 and 1089 (Collectively, the “Labourers”), in the above-captioned application for accreditation (the “Application”) filed pursuant to section 134 of the Labour Relations Act, 1995 (the “Act”).
2. The Labourers argue that the CRAO lacks authority to represent the applied-for unit, that the bargaining unit description is flawed or overlaps with the Formwork Agreement, and that Schedule “A” is “null and void” in the non-ICI sector.
3. The CRAO submits that the Labourers have no standing to intervene. The applied-for unit is limited to employers with whom the International Union of Operating Engineers, Local 793 (“Local 793”) holds bargaining rights and expressly excludes all employers bound by the Formwork Agreement. An accreditation order will not alter any bargaining rights held by the Labourers, and any potential overlap is addressed by explicit carve-outs in the unit description.
4. In the alternative, the Labourers’ objections are without merit. The CRAO is a properly constituted employers’ organization with long-standing authority as a constituent member of the Operating Engineers Employer Bargaining Agency, longstanding members who have vested authority in the CRAO for this purpose, valid employer authorizations from sufficient non-members, and a clearly defined, appropriate unit of employers that is consistent with the Act and Board practice.
5. These submissions address each allegation in turn.

Labourers’ Lack of Standing:

6. The CRAO adopts and relies upon the submissions of Local 793 with respect to the Labourers’ lack of standing to intervene in this proceeding.
7. The Labourers submit that their standing to intervene in this proceeding stems from being a constituent member of the Formwork Council whose rights are allegedly affected by this application, and because they hold bargaining rights for non-construction employees employed by some of the employers affected by the application. In reaching the conclusion that they have standing to intervene, the Labourers make several statements that are blatantly wrong.
8. The Board has consistently held that an accreditation application does not create bargaining rights for the responding union or diminish the bargaining rights of any other union, as stated

by the Board in *Ontario Formwork Association v. Formwork Council of Ontario*, 2007 [CanLII 52341](#) (ON LRB)

[Para 21] Both intervenors cannot, in my view, be legally affected by this accreditation proceeding because the accreditation order is limited to the employers with whom the responding party has a collective bargaining relationship. If an employer is bound by both the collective agreement between the intervenors and the collective agreement between the applicant and responding party in the industrial, commercial and institutional sector, an accreditation order will not detract from the bargaining rights held by the intervenors nor will it add to the bargaining rights held by the applicant and responding party. More importantly, an accreditation order cannot expand the bargaining rights of the responding party ...

9. The bargaining unit in this application is limited to employers with whom Local 793 holds bargaining rights. If an employer is bound by both the Formwork Agreement and Schedule “A” of the Provincial Collective Agreement, that situation already exists and will remain unchanged regardless of whether the CRAO is accredited.
10. To the extent there was ever any legitimate concern about overlap between the CRAO’s bargaining rights and those of the Formwork Association, that concern has been fully addressed through the explicit exclusions in the bargaining unit description. The Formwork Association has withdrawn its intervention pursuant to a consent amendment to the description. It therefore lies ill in the mouth of the Labourers to now claim that the Formwork Association will face unaddressed overlap in bargaining rights when the Formwork Association itself no longer advances that position. The description is also consistent with previous accreditation orders in which the Board has expressly carved out employers bound under other accredited agreements to avoid any conflict in bargaining rights.
11. The Labourers’ objections are essentially a craft jurisdictional dispute, which has no place in an accreditation application.
12. The suggestion that the CRAO’s accreditation would create “two competing agreements” for the same work is simply incorrect. Employers bound to the Formwork Agreement remain outside the CRAO’s applied-for unit. The historical interaction between Schedule “A” and the Formwork Agreement has never resulted in binding the same employer to conflicting agreements for the same work.
13. Moreover, the Labourers’ assertion at paragraph 27 of their submissions, that they have standing by virtue of holding bargaining rights for non-construction employees employed by certain affected employers, is equally flawed and lacks merit.

14. In the case of *Ontario Railroad Contractors Association v Labourers International Union of North America*, 2018 [CanLII 99015](#) (ON LRB) Vice-Chair David Ross expressly rejected this argument at para 8 “The Board does not accept that having bargaining rights with one or more of the affected companies gives Local 793 standing to intervene in this application.” The same reasoning applies here.

Response to the Labourers’ Allegations re the CRAO’s Authority

15. The Labourers’ submission that the CRAO cannot be accredited because it is not the “designated” Operating Engineers Employer Bargaining Agency (“OEEBA”) under sections 151 and 157 of the Act reflects a misunderstanding of the accreditation provisions. Section 134 does not require an applicant in the non-ICI sector to be a designated provincial bargaining agency; it requires only that the applicant be a “properly constituted employers’ organization” with appropriate authority vested in it by affected employers.
16. The CRAO is a constituent member of the OEEBA and has been since the inception of province-wide, Ministerial-designated bargaining in 1978. During each triennial round of provincial bargaining between the OEEBA and the Operating Engineers Employee Bargaining Agency, the CRAO bargains Schedule “A” of the Provincial Collective Agreement, the schedule governing the crane and equipment rental industry in Ontario.
17. Schedule “A” has, since the inception of province-wide bargaining, been treated as an all-sector pattern collective agreement. There is not one example of Local 793 bargaining or signing any collective agreement inconsistent with the Provincial Collective Agreement for non-ICI crane rental, concrete pumping, or placing boom employers. Schedule “A” is a pattern collective agreement applied province-wide to all employers bound to Local 793. The CRAO, its members and other employers bound to Local 793 for Schedule “A” work have always recognized and acted in accordance with this fact.
18. The Divisional Court’s decision in *International Union of Operating Engineers, Local 793 v. 1476247 Ontario Ltd.*, 2023 [ONSC 3481](#) (“*De Grandis*”), confirms this. In *De Grandis*, the Court held that the Board’s finding that the Provincial Collective Agreement was not a pattern agreement was unreasonable, citing “uncontradicted evidence that the Provincial Collective Agreement applied across the non-ICI sector”. The Court quashed the Board’s decision and remitted the matter back, affirming that Schedule “A” applies uniformly across sectors.
19. The Labourers’ fallback argument that Schedule “A” is “null and void” if treated as a separate agreement is also without merit. This is not an application to expand Local 793’s bargaining rights, nor does it displace existing accredited agreements. The application simply seeks to accredit CRAO for a group of employers already operating under Schedule “A” in the non-ICI

sector. The Board does not void collective agreements in accreditation proceedings on the basis of alleged jurisdictional overlap; such disputes, if they arise, are addressed through the Board's jurisdictional dispute procedures.

20. The statutory test is set out in section 136(3) of the Act: “the Board shall satisfy itself that the employers’ organization is a properly constituted organization and that each of the employers whom it represents has vested appropriate authority in the organization to enable it to discharge the responsibility of an accredited bargaining agent.” That test is clearly met. The CRAO’s By-Law No. 1(c) authorizes it to become an accredited employers’ association under the Labour Relations Act and to exercise the rights and to perform the obligations under the Labour Relations Act on behalf of its members and any other employers for whom it may from time to time be accredited as bargaining agent. The CRAO has received express, written authorizations from affected employers in the applied-for unit.
21. In the alternative, the Board’s decision in *Labourers’ International Union of North America, Local 183 v. Aluma Systems Canada Inc.*, 1994 [CanLII 9895](#) (ON LRB), confirms that a constituent member of a designated employer bargaining agency may bind its members to a provincial agreement even if it is not itself the designated agency. There, the Sarnia Construction Association’s membership in the Labour Relations Bureau, the designated EBA, was sufficient to bind its members to the provincial ICI agreement with the Labourers.
22. The same reasoning applies here outside the ICI-sector. The CRAO’s role as a constituent member of the OEEBA, combined with its express by-law authority and the valid authorizations it has received, gives it the capacity to act as bargaining agent for the applied-for unit. The Labourers’ attempt to treat Schedule “A” as a nullity, or to void it in favour of overlapping agreements, is a jurisdictional argument outside the scope of an accreditation proceeding. The Board’s role is to assess the appropriateness of the unit and the CRAO’s authority, both of which are satisfied.

Response to the Labourers’ Allegations re the Bargaining Unit Scope

23. The Labourers’ claim that the applied-for bargaining unit is “fundamentally flawed” is without substance. The CRAO’s application is for a clearly defined group of employers, those engaged in the manned rental of cranes, concrete pumps, placing booms, and similar equipment for use on construction sites. The unit description clearly covers *manned* rentals not unmanned equipment rentals or purely logistical operations, and expressly excludes any employer bound by and performing work under the other existing accredited agreements.
24. The Labourers’ further suggestion that the CRAO’s bargaining unit is “non-construction” work is contradicted by the plain language of the application, which is expressly limited to employers performing work “in all sectors of the construction industry, excluding the ICI sector.”

25. Additionally, section 1(1) the Act defines “construction” as including:

constructing, altering, decorating, repairing or demolishing buildings, structures, roads, sewers, water or gas mains, pipe lines, tunnels, bridges, canals or other works at the site...

26. The work in question is plainly “construction” within the meaning of section 1(1) of the Act, as it involves the operation of equipment integral to constructing, altering, and repairing buildings and structures at the site. The manned rental of cranes and concrete pumps is not ancillary; it is part of the construction industry as defined in the Act and has been treated as such in both industry practice and prior Board orders.

Conclusion:

27. For the reasons set out above, and for those set out in Local 793’s submissions, the Labourers’ objections should be dismissed without the need for a hearing under Rule 41.3 of the Board’s Rules of Procedure.

TAB 3

Introduction:

1. The Crane Rental Association of Ontario (the "CRAO") submits this response to the intervention of Aurora Concrete Pumping ("Aurora") and Pumpcrete Corporation ("Pumpcrete") (Collectively the "Intervenors") in the above-captioned application for accreditation pursuant to section 134 of the *Labour Relations Act*, 1995 (the "Act").
2. The Intervenors have submitted substantially similar allegations in the Schedule A attachments to their respective Form A-93s. Accordingly, the CRAO responds to their allegations collectively.
3. The Intervenors raise three allegations in support of their position that the accreditation application ought to be dismissed:
 - (a) Allegation One: Alleged improper involvement by the International Union of Operating Engineers, Local 793 ("Local 793") in the administration of the CRAO and the collection of employers authorizations;
 - (b) Allegation Two: An allegation that the CRAO lacks authority to represent concrete pumping companies;
 - (c) Allegation Three: An allegation that the CRAO cannot represent employers outside the ICI sector.
4. It is the CRAO's position that these allegations are devoid of merit and therefore, the Intervenors' interventions should be dismissed in their entirety.

Allegation One: Improper Involvement of the Union

5. The Intervenors allege that Local 793 orchestrated the accreditation process and that the CRAO acted in concert with the union to pressure dissenting employers, including by escalating grievances and removing a dissenting director.
6. The CRAO does not speak for Local 793, has no involvement in or knowledge of the union's internal decisions to file grievances, and categorically denies that its own internal governance decisions, such as the removal of a director or the timing of its vote, were influenced by the union or made in retaliation. The governance of the CRAO is directed by its By-Laws and corporate processes, and all decisions were made in accordance with those rules.
7. Section 136(5) of the Act prohibits accreditation only where a union has participated in the formation or administration of the employers' organization or has provided financial or other

improper support. There is no evidence that Local 793 participated in CRAO's internal governance, nor is there any evidence of financial or administrative control by the union.

8. It is common in construction labour relations for unions and employer associations to communicate and even coordinate around unit descriptions to avoid jurisdictional disputes and maximize stability. The Intervenors have failed to cite any authority for the proposition that a union's interest in a uniform bargaining structure or assistance in coordinating authorizations renders an application invalid.
9. The CRAO was not created by Local 793, nor is it administered by it. The CRAO has existed for decades, has its own governance structure, and its own long-standing bargaining history.
10. The fact that Local 793 representatives assisted in collecting some employer authorizations is not dispositive of impropriety. It is the validity of the authorizations that matter, not who physically obtained the signature.
11. The Board has repeatedly affirmed that the test under section 136(5) is a high one. It is not enough for a union to be supportive of an accreditation application, or even to express that support to employers. Section 136(5) is only engaged where the union has actually participated in the formation or administration of the association or provided improper support that undermines the independence of the employers' organization.
12. In *Wood Mill & Trim Owners Association of Ontario (c.o.b. as Trim Association of Ontario) v. Carpenters and Allied Workers Local 27*, 2007 [CanLII 87048](#) (ON LRB), the Board rejected an argument almost identical to the one now advanced by the Intervenors. There, the objecting party alleged that the Carpenters' Union had improperly supported the employer association by encouraging employers to sign authorization forms. The Board squarely rejected that contention:

[Para 37] It is no surprise that some unions find the prospect of an accreditation order made in favour of a particular employer association, and the consequences that flow from that accreditation order, to be to their advantage. The simple act of speaking to a contractor to indicate that the union is in favour of the application and seeks their approval does not constitute, in the context of an application for accreditation, improper interference in the activities of the Association contrary to section 136(5).
13. That reasoning applies with full force here. The union's interest in a uniform collective bargaining structure, and any advocacy it undertook in support of that interest, does not amount to improper interference or prohibited support. At its highest, the Intervenor's allegation is that the union encouraged the CRAO to act in pursuit of shared goals. That is not improper; it is a

reflection of aligned interests between sectoral actors within the construction labour relations framework.

Allegation Two: Lack of Authority to Represent Concrete Pumping Companies

14. The Intervenors now attempt to distinguish themselves from the CRAO by asserting that concrete pumping and placing boom work fall outside the “crane rental industry.” This claim is both conceptually flawed and historically disingenuous. For decades, these same employers have participated in the CRAO as members, applied Schedule “A” of the ICI Provincial Collective Agreement (“ICI PCA”) to their employees, and operated under the CRAO’s governance structure without protest. The suggestion that the CRAO has lacked authority to represent them all along strains credibility.
15. The CRAO’s By-Law No. 1(c) authorizes the organization to “To become an accredited employers’ association under the Labour Relations Act and to exercise the rights and to perform the obligations under the Labour Relations Act on behalf of its members and any other employers for whom it may from time to time be accredited as bargaining agent.” By-Law No. 17(c) goes on to define an active member as being “[.] limited to the individuals, corporations, partnerships and other legal entities which are actively engaged in the Province of Ontario as Crane Rental Companies or Concrete Pumping Companies [...]” This language directly refutes the Intervenors’ claim that their work is outside the CRAO’s scope. Not only is it within the CRAO’s representational authority, but it is also a defined basis for active membership. The CRAO’s mandate has always included such employers, including those operating pump trucks.
16. Understood within the context of the CRAO’s constating documents, it is clear that both cranes and concrete pump companies are included. The unifying feature is not the end-use function of the machine, but the business model: manned equipment rentals to contractors. The Intervenors’ attempt to draw a jurisdictional line between cranes and concrete pumps is untethered from the CRAO’s historical practice and their own experience within the association.
17. The Intervenor’s assertion that the applied-for bargaining unit lacks a community of interest is also without merit. Concrete pumping companies that provide operators (like Aurora and Pumpcrete) share the same employment model, labour relations context, and jobsite role as crane rental companies, namely providing manned equipment rentals to contractors. Contrary to the Intervenor’s submissions, there has never been any legal or functional distinction within the CRAO between crane rental and concrete pumping employers. The Intervenors themselves have applied the ICI PCA, including Schedule "A", to non-ICI work. The contention that the CRAO has no mandate or practice of representing concrete pump employers outside the ICI sector ignores long-standing industry practice.

18. The Intervenor's have failed to identify any jurisprudence, and the CRAO could not identify, not for a lack of trying, wherein the Board has required that an employer association have a separate Schedule or existing bargaining structure in every sector to support accreditation. This is not surprising since it is hard to envision, until now, a group of employers bold enough to suggest that there decades long participation in an employers association has been error.
19. What matters is that the association has authority, that its members operate within the applied-for unit, and that the unit itself is appropriate. These requirements are satisfied. The Intervenor's arguments amount to a retrospective disavowal of their own long-standing involvement in the association, one that defies both logic and experience.

Allegation Three: An allegation that the CRAO cannot represent employers outside the ICI sector.

20. The Intervenor's contend that the CRAO cannot be accredited outside the ICI sector, asserting that the CRAO has only ever bargained in the ICI context and lacks authority to act in other sectors. This position is incorrect both legally and factually.
21. First, the CRAO's authority is not limited to the ICI sector. The CRAO's By-Law No. 1 expressly authorizes it:
 - (a) to represent and advance the interests of the crane rental industry in Ontario;
 - (b) to negotiate and to enter into collective agreements with the trade unions on behalf of the members;
 - (c) to become an accredited employers' association under the *Labour Relations Act* and to exercise the rights and to perform the obligations under the Act on behalf of its members and any other employers for whom it may from time to time be accredited as bargaining agent; and
 - (d) to represent members in any matters pertaining to the building and construction industry in the Province of Ontario.
22. These powers are not sector-specific, nor are they limited to ICI work. In fact, the language contemplates broad jurisdiction across Ontario and in all sectors of construction activity.
23. Second, it is not correct that Schedule "A" has been limited to ICI work. While the CRAO and Local 793 have historically negotiated Schedule "A" as part of the ICI Provincial Collective Agreement, members of the CRAO have for decades applied Schedule "A" to work performed outside the ICI sector. Both parties have consistently understood Schedule "A" to govern crane and equipment rental work across sectors. The present application merely seeks to formalize that longstanding practice through accreditation, it does not seek to expand the scope of bargaining rights beyond what has been applied in practice.
24. The Divisional Court's decision in *International Union of Operating Engineers, Local 793 v. De Grandis Concrete Pumping*, 2023 [ONSC 3481](#), confirms that the Provincial Collective Agreement negotiated by Local 793 is not confined to the ICI sector. In that case, the employer

attempted to implement a separate collective agreement for its residential (non-ICI) concrete pumping work, claiming that the PCA applied only to ICI construction. The union refused, citing a long-standing industry practice of applying the PCA uniformly across both ICI and non-ICI sectors.

25. The Labour Board rejected the union's position, but the Divisional Court found that decision unreasonable. It held that there was no basis to treat the PCA as sector-specific, particularly given the undisputed evidence that all unionized concrete pumping contractors in Ontario applied the PCA regardless of sector. The Court affirmed that pattern bargaining across sectors is central to maintaining a level playing field in the construction industry, especially for mobile trades like concrete pumping. The Court explicitly rejected the idea that the origin of the PCA in the ICI sector limited its scope.
26. The Intervenors' suggestion that non-ICI employers fall outside the CRAO's legitimate scope of representation ignores both the CRAO's history and the Board's recognition, upheld by the Divisional Court, that sectoral distinctions do not negate actual bargaining practice.
27. In any event, the Intervenors' assertion that this application constitutes an improper sectoral expansion is legally unfounded. In *Terrazzo, Tile and Marble Guild of Ontario, Inc. v. Brick and Allied Craft Union of Canada*, 2019 [CanLII 4181](#) (ON LRB), the Board rejected a similar argument. There, intervenors objected to the appropriateness of a province-wide ICI bargaining unit on the basis that the union lacked bargaining rights in all geographic areas. The Board held that:

[Para 6] Nothing in an accreditation application changes the status of any bargaining rights held by the responding party union... the concerns of counsel ... that this application is a way for [the union] to acquire bargaining rights 'through the back door' is misplaced."
28. Likewise, in this case, the CRAO is not seeking to expand Local 793's bargaining rights. It is merely seeking to act as bargaining agent for employers who have long been bound to Schedule "A" and who have expressly authorized the CRAO to act on their behalf. The Board's role is to assess whether the proposed bargaining unit is appropriate and whether the support threshold is met. It is not to pre-emptively adjudicate sectoral coverage disputes that may arise in other proceedings.
29. Finally, this is not a case where the applicant is filing support on its own behalf in an attempt to expand its jurisdiction. Several affected employers have themselves signed express authorizations vesting the CRAO with bargaining authority for "employers engaged in the operation of concrete pumps... in all sectors of the construction industry except ICI." There is no legal basis to question the validity of those authorizations or the appropriateness of the unit proposed.

Conclusion:

30. The Intervenors' objections reflect a fundamental misunderstanding of both the CRAO's authority and the nature of this application. The CRAO was established with a broad mandate under By-Law No. 1 to represent employers in the crane rental industry throughout Ontario and across all sectors. That authority is not constrained by the ICI/non-ICI distinction asserted by the Intervenors.
31. For decades, the CRAO has bargained Schedule "A" with Local 793 on the understanding that it applies uniformly to crane and equipment rental work across sectors. The Intervenors' own conduct, namely participating in the CRAO, applying Schedule "A," and authorizing the CRAO to act on their behalf outside the ICI sector, undermines their current position. Their attempt to now disclaim the CRAO's authority is not grounded in legal precedent, nor in the factual history of the industry.
32. It is not the Board's role to adjudicate the historical application of Schedule "A", to determine whether particular employers fall within the ICI sector, or to parse sectoral boundaries in the abstract. Rather, the Board's role is to determine whether the applicant is properly constituted, whether it has the authority to represent the applied-for unit, and whether there is sufficient employer support.
33. On each of these points, the CRAO's application satisfies the requirements of the Act. It is a properly constituted employers' organization with broad authority under its By-Laws. It has a long history of representing both crane and concrete pumping employers, including outside the ICI sector. And it has received valid, express authorizations from affected employers seeking accreditation in precisely the manner prescribed by law.
34. The Intervenors' attempt to reframe this application as a jurisdictional or sectoral overreach is misplaced. Their arguments are internally inconsistent, contradicted by their own history of participation in the CRAO, and unsupported by jurisprudence.
35. Accordingly, the CRAO respectfully submits that the Intervenors' submissions should be dismissed in their entirety.