

OLRB Case No: To be Assigned by OLRB

LABOUR RELATIONS ACT, 1995
BEFORE THE ONTARIO LABOUR RELATIONS BOARD

B E T W E E N :

CRANE RENTAL ASSOCIATION OF ONTARIO

Applicant

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

Responding Party

**BOOK OF DOCUMENTS OF
CRANE RENTAL ASSOCIATION OF ONTARIO**

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I N D E X

TAB	DOCUMENT
1.	BU Description
2.	Last Two PCAs
3.	List of Employees
4.	CRAO Constitution and Bylaws
5.	Employer Authorizations
6.	Affidavit of Jason Hanna dated March 11, 2025

TAB 1: PROPOSED BARGAINING UNIT DESCRIPTION

The Crane Rental Association of Ontario as the bargaining agent for all employers of employees engaged in the operation of hoisting equipment, concrete pumps, placing booms, and similar equipment; the on-site repair, maintenance and servicing of all equipment identified herein; the assembly and dismantling of said equipment (and any equipment used to erect and dismantle the equipment listed above); and the work necessary to put the equipment identified within into production or preparation for removal from operations for whom the International Union of Operating Engineers, Local 793 (“Local 793”) has bargaining rights and who are engaged in the manned crane and equipment rental business in all sectors of the construction industry, excluding the ICI sector, in the Province of Ontario, save and except employers bound by and performing work under any of the following collective agreements:

- 1) Schedules B, C and D of the Provincial Collective Agreement between the Operating Engineers Employer and Employee Bargaining Agencies;
- 2) The Mainline Pipeline Agreement, The Distribution Pipeline Agreement and the Pipeline Maintenance and Service Agreement for Canada, all between the Pipe Line Contractors Association of Canada and the International Brotherhood of Teamsters, International Union of Operating Engineers, Labourers International Union of North America and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada;
- 3) The Collective Agreement between the Utility Contractors Association of Ontario and the International Union of Operating Engineers, Local 793 (“the Utilities Agreement”);
- 4) The Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario (“the Formwork Agreement”);
- 5) The Collective Agreement between the Toronto and Area Road Builders Association and the International Union of Operating Engineers, Local 793 (“the TARBA Agreement”);
- 6) Collective Agreement between the Greater Toronto Sewer and Watermain Contractors Association and the International Union of Operating Engineers, Local 793 (“the GTSWCA Agreement”);
- 7) The Collective Agreement between the National Capital Roadbuilders Association and the International Union of Operating Engineers, Local 793 (“the NCRBA Agreement”);

- 8) The Collective Agreement between the Heavy Construction Association of Windsor and the International Union of Operating Engineers, Local 793 (“the Windsor Heavy Agreement”);
- 9) The Collective Agreement between the London Sewer and Watermain, Curb, Gutter and Sidewalk Contractors Association and the International Union of Operating Engineers, Local 793 (“the London Sewers and Watermains Agreement”); and
- 10) The Collective Agreement between the Central Southwest Ontario heavy Civil Construction Association and International Union of Operating Engineers Local 793 (“the Central Southwest Agreement”);
- 11) The Collective Agreement between the Electrical Power Systems Construction Association and the International Union of Operating Engineers, Local 793 (“the EPSCA Agreement”); and
- 12) The Collective Agreement between The Greater Hamilton & Niagara Construction Association and International Union of Operating Engineers, Local 793 (“the GHNCA Agreement”).

For clarity, “employers” is defined as only those employers who operate in the manned crane and equipment rental business.

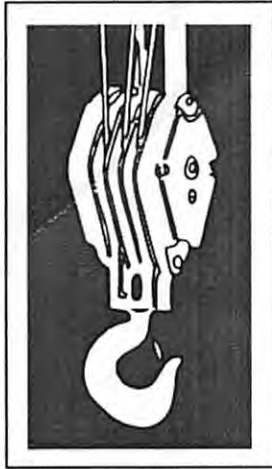
Provincial Collective Agreements

Link

TAB 3
List of Employers

No.	Employer Name
1.	13459381 Canada Inc. o/a Isdova Cranes Corporation
2.	13463397 Canada Inc. (Grue GF)
3.	1910902 Ontario Inc.
4.	2539543 Ontario Limited
5.	2697720 Ontario Limited (Premier Concrete Pumping)
6.	2723108 Ontario Limited (Steel Speed Crane)
7.	Acier Richard Ltee.
8.	Adventure Concrete Pumping Inc.
9.	Air Crane Rental and Equipment Ltd.
10.	All Canada Crane Rental Corp.
11.	Amherst Concrete Pumping Limited
12.	Amherst Crane Rentals Limited
13.	Apex Cranes Ltd.
14.	Arlington Crane Service
15.	Aurora Concrete Pumping (1988) Ltd.
16.	Aurora Crane Service Ltd.
17.	Barclay Construction Hamilton Limited
18.	Barrie Crane Rental Ltd.
19.	Bay Mobile Crane Inc.
20.	Bridgepoint Concrete Pumping Inc.
21.	BW Haggart (1869992 Ontario Inc.)
22.	C.W. Smith Crane Service 2009 Limited
23.	Cameron Crane & Riggers Inc.
24.	Can-Pick Crane Rental Limited
25.	City Crane Service and Transport
26.	Coffrages Synergy Formwork
27.	Cousineau Concrete Pumping Inc.
28.	Craneway Equipment Limited
29.	De Santis Crane Service Corp.
30.	DeGrandis Concrete Pumping Inc.
31.	Double D Crane Services Inc.
32.	Duff Boom Truck Service Inc.
33.	Dulepka Equipment Rentals
34.	Elite Crane
35.	Eastman Concrete Pumping Inc.
36.	Falcon Crane Ltd.
37.	G.C. Rentals & Enterprises Limited
38.	Grand Valley Crane Rental
39.	Granite Concrete Pumping (2022) Inc.
40.	Haffie Crane Ltd.
41.	Hastings Crane Rental
42.	Heavy Lifting Crane Service Limited
43.	Horizon Concrete Pumping Inc.
44.	Howard Avery Construction
45.	Industrial Concrete Pumping Ltd.

46.	J. Logan Kerr Limited
47.	J. Noble Crane Services and Rentals Ltd.
48.	Jake's Crane Service & Machinery Movers Inc.
49.	JCL Concrete Pumping Limited
50.	Jebco Cranes (858518 Ontario Limited)
51.	Joe's Crane Services Inc.
52.	JT Crane & Rigging Ltd.
53.	JTM Cranes
54.	KRS Crane Rentals Inc. (991149 Ontario Inc.)
55.	Lakeshore Crane Rentals Ltd.
56.	Let's Boom Crane Rental Inc.
57.	LH North Ltd.
58.	Lift All Crane Services Limited
59.	Location de Grues Gaetan Roy Ltée / Gaetan Roy Crane Rental Ltd.
60.	Luby's Crane Ltd.
61.	Maag Crane Services Inc.
62.	MacGregor Crane Service Ltd.
63.	Mainline Crane Rentals Inc.
64.	Mammoet Canada Eastern Ltd.
65.	Maple Concrete Pumping Limited
66.	Modern Crane Rentals Limited
67.	Moir Crane Service Holdings, Ltd.
68.	Motor City Crane Rental (1990) Ltd.
69.	National Concrete Pumping Ltd. (1138802 Ontario Inc.)
70.	Northern Equipment (1022819 Ontario Inc./1866487 Ontario Inc.)
71.	Ottawa Crane Rental
72.	P.R.W. Construction Inc.
73.	PDI National Cranes Inc.(Priestly/1630234 Ontario Inc.)
74.	Pete Smith Crane Rental & Rigging Corp.
75.	Phoenix Crane Corp.
76.	Process Mechanical/Process Industrial Company Inc.O/A PMI
77.	Pumpcrete Corporation
78.	Regional Crane Rentals Ltd. / Grues Mobiles Regionale Ltee.
79.	ROC Corporation
80.	Sarens Canada Inc.
81.	Sky-Hi Crane Services Ltd.
82.	Sterling Crane A Division of Procrane Inc.
83.	T & T Crane Services
84.	ThomKess Crane Rental
85.	Verti Crane Inc.
86.	Ward & Burke Microtunnelling Ltd.
87.	Ward Crane Rentals Limited
88.	Wayne's Crane Service Ltd.
89.	W.M. White Ltd.
90.	X-Act Structural Contracting (1930323 Ontario Ltd.)
91.	Yes Crane Inc.
92.	York Crane Rental Limited



CRANE RENTAL ASSOCIATION OF ONTARIO

CONSTITUTION AND BY-LAWS

By-Law No. 4 - Effective October 15, 1980

Amended - June 13, 1990

Amended - February 21, 1997

Amended - February 18, 2000

Amended - February 21, 2001

Amended - February 23, 2006

The aims and objectives of the Crane Rental Association

are as follows:

- (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 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;*
- (d) To represent members in any matters pertaining to the building and construction industry in the Province of Ontario;*
- (e) To provide liaison with governments with respect to proposed legislation at the municipal, provincial or federal level insofar as such legislation may affect the crane rental industry and to promote legislation in the interest of the crane rental industry;*
- (f) To achieve understanding and co-operation among the various branches of the construction industry in Ontario and to improve, standardize and regulate wherever appropriate the negotiation of contracts for hoisting services between members and contractors or the general public;*
- (g) To gather accurate and reliable statistics and information for the benefit of members of the crane rental industry;*
- (h) To settle differences among members of the crane rental industry; and*
- (i) To provide offices, meeting rooms and other facilities and to organize and centralize the affairs of the crane rental industry of Ontario.*

In addition to the stated "Aims and Objectives of the Crane Rental Association of Ontario" as contained herein, the Association commits to the carrying out of their affairs in compliance with the laws of the Province of Ontario. Further, the Association encourages all members to conduct their individual business activities in a manner consistent with the spirit and intent of those laws. In doing so, it is our intent that the Association's members will provide an example to all they come in contact with of the benefits of practising their business in a fair and ethical manner.

BY-LAW NO. 1

A by-law relating generally to the transaction of the affairs of the Crane Rental Association of Ontario.

BE IT ENACTED as a by-law **CRANE RENTAL ASSOCIATION OF ONTARIO** as follows:

HEAD OFFICE

1. The Head office of the Corporation shall be in the Greater Toronto Area, in the Province of Ontario, and at such place therein as the Directors may from time to time determine.

SEAL

2. The seal, an impression whereof is stamped in the margin hereof, shall be the corporate seal of the Corporation.

BOARD OF DIRECTORS

3. The affairs of the Corporation shall be managed by a Board of six (6) Directors. Directors shall normally be elected to hold office for a term of three (3) years from the date of their election, or until the third annual meeting of members after such date, whichever first occurs. If the term of office for more than three (3) Directors expires in the same year, the Director positions beyond three (3) will be elected for a term of one (1) or two (2) years as determined by the Board of Directors.

The election of Directors may be by a show of hands unless a ballot be demanded by any member.

The members of the Corporation may, by resolution passed by at least two-thirds of the vote cast at a general meeting of which notice specifying the intention to pass such resolution has been given, remove any Directors before the expiration of his/her term of office, and may, by majority of the votes cast at that meeting, elect any person in his/her stead for the remainder of his/her term.

Associate Directors:

- Four (4) Directors shall be appointed from the Association membership, said Directors to act as consultants to the Crane Rental Association of Ontario.

VACANCIES, BOARD OF DIRECTORS

- 4 (a) Vacancies on the Board of Directors, however caused, may so long as a quorum of Directors remain in

office, be filled by the Directors, from among the qualified members of the Corporation if they shall see fit to do so, otherwise, such vacancy shall be filled at the next annual meeting of the members at which the Directors for the next term are elected, but if there is not a quorum of Directors, the remaining Directors shall forthwith call a meeting of the members to fill the vacancy. If the number of Directors is increased between the terms, a vacancy or vacancies, to the number of the authorized increase, shall thereby deemed to have occurred, which may be filled in the manner above provided.

4(b) No more than one Director may be elected or appointed from any one company or affiliated or related group of companies.

4(c) In paragraph 4(b) the following terms shall have the following meanings: "Affiliated companies" shall mean two or more companies that present themselves to the public as being part of a single enterprise or are operated by common management whether or not they are related companies.

"Related companies" shall mean two or more companies that are directly or indirectly under common ownership.

QUORUM AND MEETINGS, BOARD OF DIRECTORS

5. Three (3) Directors shall form a quorum for the transaction of

business. Except as otherwise required by law, the Board of Directors may hold its meeting at such place or places as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the Directors are present, or if those absent have signified their consent to the meeting being held in their absence. Directors' meetings may be formally called by the President or Vice-President, or by the Secretary on direction of the President or Vice-President, or by the Secretary on direction in writing of two Directors. Notice of such meetings shall be delivered, telephoned, faxed or e-mailed to each Director not less than one day before the meeting is to take place. The statutory declaration of the Secretary or President that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. The Board may appoint a day or days in any month or months for regular meetings at an hour to be named and of such regular meeting no notice need be sent. A Directors' meeting may also be held, without notice, immediately following the annual meeting of the Corporation. The Directors may consider or transact any business either special or general at any meeting of the Board.

ERRORS IN NOTICE, BOARD OF DIRECTORS

6. No errors or omission in giving such notice for a meeting of Directors shall invalidate such meeting or invalidate or make void any

proceedings taken or had at such meeting and any Director may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

VOTING, BOARD OF DIRECTORS

7. Questions arising at any meeting of Directors shall be decided by a majority of votes. In case of an equality of votes, the Chairman, in addition to his original vote, shall have the second or casting vote. All votes at any such meeting shall be taken by ballot if so demanded by any Director present, but if no demand be made, the vote shall be taken in the usual way by assent or dissent. A declaration by the Chairman that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution. In the absence of the President, his duties may be performed by the Vice-President or such other Director as the Board may from time to time appoint for the purpose.

POWERS

8. The Directors of the Corporation may administer the affairs of the Corporation in all things and make or cause to be made for the Corporation, in its name, any kind of contract which the Corporation may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such

other acts and things as the Corporation is by its charter or otherwise authorized to exercise and do.

Without in any way derogating from the foregoing, the Directors are expressly empowered, from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings and other property, movable or immovable, real or personal, or any right or interest herein owned by the Corporation, for such consideration and upon such terms and conditions as they may deem advisable.

REMUNERATION OF DIRECTORS

9. The Directors shall receive no remuneration for acting as such.

OFFICERS OF THE CORPORATION

10. There shall be a President, a Vice-President, a Secretary and a Treasurer, or in lieu of a Secretary and Treasurer, a Secretary-Treasurer and such other officers as The Board of Directors may determine by by-law from time to time. One person may hold more than one office, except the offices of President and Vice-President. The President and Vice-President shall be elected by the Board of Directors from among their number at the first meeting of the Board after the annual election of such Board of Directors, provided that in default of such election the then incumbents, being members of the Board, shall hold office until their successors are elected. The

other officers of the Corporation need not be members of the Board and in the absence of written agreement to the contrary, the employment of all officers shall be settled from time to time by the Board.

DUTIES OF PRESIDENT AND VICE-PRESIDENT

11. The President shall, when present, preside at all meetings of the members of the Corporation and of the Board of Directors. The President with the Secretary or other officer appointed by the Board for the purpose shall sign all by-laws and membership certificates. During the absence or inability of the President, his/her duties and powers may be exercised by the Vice-President, and if the Vice-President, or such other Director as the Board may from time to time appoint for the purpose, exercises any such duty or power, the absence or inability of the President shall be presumed with reference thereto.

DUTIES OF THE SECRETARY

12. The Secretary shall be ex-officio clerk of the Board of Directors. He/she shall attend all meetings of the Board of Directors and record all facts and minutes of all proceedings in the books kept for that purpose. He/she shall give all notices required to be given to members and to Directors. He/she shall be the custodian of the seal of the Corporation and of all books, papers, records, correspondence, contracts and other

documents belonging to the Corporation which he/she shall deliver up only when authorized by a resolution of the Board of Directors to do so and to such person or persons as may be named in the resolution, and he/she shall perform such other duties as may from time to time be determined by the Board of Directors.

DUTIES OF SECRETARY-TREASURER

13. The Secretary-Treasurer, or person performing the usual duties of a Secretary-Treasurer, shall keep full and accurate accounts of all receipts and disbursements of the Corporation in proper books of account and shall deposit all moneys or other valuable effects in the name and to the credit of the Corporation in such bank or banks as may from time to time be designated by the Board of Directors.

He/she shall disburse the funds of the Corporation under the direction of the Board of Directors, taking proper vouchers therefore and shall render to the Board of Directors at the regular meetings thereof, or whenever required by him/her, an account of all his/her transactions as Secretary-Treasurer, and of the financial position of the Corporation. He/she shall also perform such other duties as may from time to time be determined by the Board of Directors.

DUTIES OF OTHER OFFICERS

14. The duties of all other Officers of the Corporation shall be such as the terms of their engagement call for or the Board of Directors requires of them.

EXECUTION OF DOCUMENTS

15. Deeds, transfers, licences, contracts and engagements on behalf of the Corporation shall be signed by either the President or Vice-President, and by the Treasurer, and the Treasurer shall affix the seal of the corporation to such instruments as require the same.

Contracts in the ordinary course of the Corporation's operations may be entered into on behalf of the Corporation by the President, Vice-President, Treasurer or by any person authorized by the Board.

The President, Vice-President, Director or Treasurer, or any of them, or any person or persons, from time to time designated by the Board of Directors may transfer any and all shares, bonds or other securities from time to time standing in the name of the Corporation in its individual or any other capacity or as trustee or otherwise and may accept in the name and on behalf of the Corporation transfers or shares, bonds or other securities from time to time transferred to the Corporation, and may affix the corporate seal to any such transfers or acceptances of transfers, and may make, execute and deliver under the corporate seal any and all instruments in writing neces-

sary or proper for such, including the appointment of an attorney or attorneys to make or accept transfers of shares, bonds, or other securities on the books of any company or corporation.

Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board of Directors may at any time by resolution direct the manner in which, and the person or persons by whom, any particular instrument, contract or obligations of the Corporation may or shall be executed.

BOOKS AND RECORDS

16. The Directors shall see that all necessary books and records of the Corporation required by the by-laws of the Corporation or by an applicable statute or law are regularly and properly kept.

MEMBERSHIP

- 17(a) The membership shall consist of the applicants for the incorporation of the Corporation and such other individuals and such corporations, partnership and other legal entities are admitted as members by the Board of Directors. Each member shall promptly be informed by the Secretary of his/her admission as a member.
- (b) The membership of a corporation shall be deemed to include a membership of one of its officers, and the membership of a partnership shall be deemed to include a membership for one of its partners.

Where a corporation, partnership or other legal entity is an Active member, as provided for in this Article, such corporation, partnership or other entity shall have one or more votes in accordance with the provisions of Article 17(e), which may be cast by the Active member, by the member officer of such a corporation or other legal entity or by the partner of such a partnership, as the case may be.

- (c) There shall be three (3) classes of membership in the Corporation, namely: **Active Membership, Associate Membership and Honorary Membership.**

Active Membership shall be 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, and are making industry fund contributions for at least one employee on a regular monthly basis and have paid the annual membership dues and assessments in effect from time to time.

Associate Membership shall be limited to individuals, corporations, partnerships and other legal entities which are actively engaged in Ontario in the supply of equipment, goods or services to those engaged as Crane Rental Companies or Concrete Pumping Companies.

Honorary Membership shall be limited to individuals, corporations, partnerships and other legal entities which in the opinion of the Board of Directors have extended valuable services to the Corporation.

- (d) Active members shall be entitled to notice of, and to attend, and to vote at meetings of the members of the Corporation, such voting being subject to the provisions set out in paragraph (e) of this Article. Each Active member shall be entitled to participate in any distribution of the property of the Corporation upon its dissolution, and shall participate in such distribution to the same extent and in the same proportion as the extent and proportion that its voting power would be at the date of such dissolution of the Corporation, which voting power is set out in subparagraph (e) (i) of this Article. Each Active Member shall pay annual membership dues in accordance with the provisions of the by-laws of the Corporation.
- (e)(i) **Active paid up members shall be entitled to one or more votes based on the following formula: 12 month industry fund contribution (for period ending three (3) full months before date of any meeting) divided by (industry fund contribution rate x 40 x 52) rounded to the next whole highest number.**

By-Law No.1

- (ii) Where prior to the taking of a vote a dispute arises about the number of votes an active member is entitled to cast, the Board of Directors shall determine this issue prior to the vote being taken and the determination of the Board of Director shall be final.
- (iii) Any member who holds an active union card in Local 793 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.
- (iv) Corporations, partnerships, or other legal entities who are entitled to vote may do so through a duly authorized proxy.
- (v) All authorized proxy forms shall be provided to the Secretary or Chair of the meeting prior to the start of the meeting.
- (f) Honorary members shall be entitled to notice of, and to attend meetings of the membership of the Corporation, but shall not be entitled to vote at those meetings; they shall not participate in any distribution of the property of the Corporation upon dissolution of the Corporation; and they shall not be required to pay any membership fees or dues.
- (g) Associate Members shall be entitled to notice of, and to attend meetings of the membership of the Corporation, but shall not be entitled to vote at those meetings; they shall not participate in any distribution of the property of the Corporation upon dissolution of the Corporation; and they shall pay annual membership dues in effect from time to time.
- (h) 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.
- (i) Memberships shall not be denied or terminated except for cause which, in the opinion of the Board of Directors, is fair and reasonable.
- The Board of Directors may, in their discretion, reprimand, censure, suspend, or cancel the membership of any member who has been found by the Board to be guilty of conduct prejudicial to the objects of the Corporation, or to be in continued breach of the by-laws of the Corporation.
- The Board of Directors shall not take any such action until after a complaint against a member in writing has been filed with the Secretary, and a copy given to that member, who shall be given the opportunity of submitting evidence in his/her de-

fence in such a manner as the Board of Directors may prescribe.

The Board of Directors shall not cancel the membership of a member except on a vote to do so by two thirds of the total number of the Directors of the Corporation, such vote to be taken at a meeting called to consider the matter, at which meeting that member may appear to give evidence on his/her behalf.

DUES

18. Dues, initiation fees or assessments payable by all members shall from time to time be fixed by the Board of Directors. Such dues, initiation fees or assessments shall not be unreasonable or discriminatory.

The Secretary shall notify the members of the dues or fees at any time payable by them, and, such dues or fees shall be paid within thirty (30) days of the date of such notice, and the Board of Directors may from time to time prescribe penalties which may be imposed upon any member for failure to pay fees within the required time limits and to set penalties which may be imposed as a condition of reinstatement of full membership rights to a member whose membership has been cancelled or suspended.

MEETINGS

19. The annual or any other general meeting of the members shall be held at the Head Office of the Corporation or elsewhere in Ontario as the Board of Directors may determine and on such day as the said Directors shall appoint.

At every annual meeting, in addition to any other business that may be transacted, the report of the Directors, the financial statements and the report of the auditors shall be presented and a Board of Directors elected and auditors appointed for the ensuing year and the remuneration of the auditors shall be fixed. The members may consider and transact any business, except the amendments identified in Article 29, either special or general without any notice thereof at any meeting of the members. The Board of Directors or the President or Vice-President shall have the power to call at any time a general meeting of the members of the Corporation.

No public notice or advertisement of members' meetings, annual or general shall be required, but notice of the time and place of every such meeting shall be given to each member by sending the notice by prepaid mail or fax 10 days before the time fixed for the holding of such meeting; provided that any meetings of members may be held at any time and place without such notice if all the members of the Corporation are present thereat or represented by proxy duly appointed, and at such meeting any business may be trans-

acted which the Corporation at annual or general meetings may transact.

ERROR OR OMISSION

- 20 (a) No error or omission in giving notice of any annual or general meeting or any adjourned meeting, whether annual or general, of the members of the Corporation shall invalidate such meeting or make void any proceedings taken thereat and any member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken..
- 20 (b) No errors or omissions in determining, under Article 17, the number of votes an active member is entitled to cast shall invalidate or make void the results of any vote taken at a meeting of the members unless such error or omission is raised by an active member prior to the taking of the vote, in which case the Board of Directors shall determine the number of votes the Active member is entitled to cast prior to the vote being taken, and such decision shall be final.

ADJOURNMENTS

21. Any meetings of the corporation or of the Directors may be adjourned to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment. Such adjournment may be made

notwithstanding that no quorum is present.

QUORUM OF MEMBERS

22. A quorum for the transaction of business at any meeting of members shall consist of a minimum of seven (7) Active Members represented personally or by proxy.

VOTING OF MEMBERS

23. Subject to the provisions, if any, contained in the Letters Patent of the Corporation, each Active member of the Corporation shall at all meetings of members be entitled to one or more votes in accordance with Article 17 (e) and he/she may vote by proxy. Such proxy need not him/herself be a member, but before voting shall produce and deposit with the Secretary sufficient appointment in writing from its constituent or constituents. No member shall be entitled either in person or by proxy to vote at meetings of the Corporation unless he/she has paid all dues, assessments or fees if any, then payable by him/her.

At all meetings of members every question shall be decided by a majority of the votes of the members present in person or represented by proxy unless otherwise required by the by-laws of the Corporation, or by law. Every question shall be decided in the first instance by a show of hands unless a poll be demanded by any member. Upon a show of hands, every member having voting rights shall have one or more votes set out in Article 17 (e), and unless a poll be

demanded a declaration by the Chairman that a resolution has been carried or not carried and an entry to that effect in the minutes of the Corporation shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution. The demand for a poll may be withdrawn, but if a poll be demanded and not withdrawn the question shall be decided by a majority of votes given by the members present in person or by proxy, and such poll shall be taken in such manner as the Chairman shall direct and the result of such poll shall be deemed the decision of the Corporation in general meeting upon the matter in question. In case of an equality of votes at any general meeting, whether upon a show of hands or at a poll, the Chairman shall be entitled to a second or casting vote.

FINANCIAL YEAR

24. Unless otherwise ordered by the Board of Directors, the fiscal year of the Corporation shall terminate on the thirty-first day of December in each year.

CHEQUES, ETC.

25. All cheques, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of

Directors and any one of such officers or agents may alone endorse notes and drafts for collection on account of the Corporation through its bankers, and endorse notes and cheques for deposit with the Corporation's bankers for the credit of the Corporation, or the same may be endorsed "for collection" or "for deposit" with the bankers of the Corporation by using the Corporation's rubber stamp for that purpose. Any one of such officers or agents so appointed may arrange, settle, balance and certify all books and accounts between the Corporation and the Corporation's bankers and may receive all paid cheques and vouchers and sign all the bank's forms or settlement of balances and release or verification slips.

DEPOSIT OF SECURITIES FOR SAFEKEEPING

26. The securities of the Corporation shall be deposited for safekeeping with one or more bankers, trust companies or other financial institutions to be selected by the Board of Directors. Any and all securities so deposited may be withdrawn, from time to time, only upon the written order of the Corporation signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall from time to time be determined by resolution of the Board of Directors and such authority may be general or confined to specific instances. The institutions which may be so selected as custodians by the Board of Directors shall be fully protected in acting in accordance

with the directions of the Board of Directors and shall in no event be liable for the due application of the securities so withdrawn from deposit or the proceeds thereof.

NOTICE

27. Whenever under the provisions of the by-laws of the Corporation, notice is required to be given, such notice may be given either personally or fax transmission or e-mail or by depositing same in a post office or a public letter box, in a prepaid, sealed wrapper addressed to the Director, officer or member.

A notice or other document so sent by post shall be deemed to be received 2 days after the same was deposited in a post office or public letter box as aforesaid, or if faxed or e-mailed shall be deemed received the day when transmitted electronically.

For the purpose of sending any notice, the postal or e-mail address or fax number of any member, Director or officer shall be his/her last address or number as recorded on the books of the Corporation.

BORROWING

28. The Directors may from time to time
- (a) Borrow money on the credit of the Corporation; or
- (b) Issue, sell or pledge securities of the Corporation; or

- (c) Charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts, rights, powers, franchises and undertakings, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the Corporation.

From time to time the Directors may authorise any director, officer, or employee of the Corporation or any other person to make arrangements with reference to the moneys borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the securities to be given therefor, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any moneys borrowed or remaining due by the Corporation as the directors may authorise, and generally to manage, transact and settle the borrowing of money by the Corporation.

AMENDMENTS

- 29(a) Any Active member may propose amendments to the Constitution and/or By-Laws. Any such proposal requires 10 working days written notice of the proposed changes to be provided to the members before any such amendment may be considered for approval at a membership meeting.
- 29(b) Amendments to any proposed amendments for which notice has been given under paragraph 29(a) shall be limited to technical amend-

By-Law No.1

ments. Any substantive amendments to a proposed amendment for which notice has been given under paragraph 29(a) shall require the holding of another meeting subject to the requirements of paragraph 29(a).

Technical amendments for purposes of this Article 29 shall mean amendments to the original proposal that affect the form of the proposal but do not affect the subject matter or scope of application of the proposed amendment. Substantive changes for the purposes of this Article 29 shall mean any amendment to the original proposed amendment that will change the subject matter or the scope of the application of the proposed amendment.

Any constitution or by-law amendment requires two-thirds (2/3) approval of Active members present or represented by proxy at the membership meeting.

INTERPRETATION

30. In these by-laws and in all other by-laws of the Corporation hereafter passed unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa, and references to persons shall include firms and corporations.

Passed by the Board of Directors and sealed with the Corporate Seal this:

15th day of October, 1980

Amended - June 13, 1990

Amended - February 21, 1997

Amended - February 18, 2000

Amended - February 21, 2001

Amended - February 23, 2006

BY-LAW NO. 2**RESPECTING THE BORROWING OF
MONEY BY THE CORPORATION**

WHEREAS it is necessary for the purposes of the Corporation to borrow money on the credit of the Corporation from time to time.

THEREFORE BE IT ENACTED by the Directors of the Crane Rental Association of Ontario, as a by-law thereof:

1. That the Directors of the Corporation be and they are hereby authorized to borrow moneys from time to time from Lenders upon the credit of the Corporation in such amounts as they deem proper and by way of overdraft or otherwise.
2. That any promissory notes or other negotiable paper (including renewals thereof in whole or in part) signed on behalf of the Corporation by the officer or officers of the Corporation authorized from time to time to sign negotiable instruments in its behalf and granted to said Lender for the moneys so borrowed and interest thereon as may be agreed upon, shall be binding upon the Corporation.
3. That the Directors may from time to time, if they see fit to do so, grant securities by way of mortgage, hypothecation or pledge covering all or any of the property and assets of the Corporation as security for all or any moneys borrowed by the Corporation from the Lender or any liability of the Corporation to the Lender, and any such mortgage, hypothecation or

pledge shall be valid and binding upon the Corporation if signed by any of the officers authorized to sign negotiable instruments on the Corporation's behalf.

4. All contracts, deeds, grants, assurances and documents reasonably required by the bank or its Counsel for all or any of the purposes aforesaid shall be executed and carried into effect by the proper officers of the Corporation, and when necessary the Seal of the Corporation shall be affixed thereto.
5. This by-law when sanctioned by the Shareholders shall be irrevocable until a by-law repealing the same shall have been confirmed or sanctioned by the Shareholders and a copy therefor duly certified under the Seal of the Corporation delivered to the said bank, and meanwhile all the powers and authorities hereby conferred shall continue in force.

Passed by the Board of Directors and sealed with the Corporate Seal this 15th day of October 1980.

BY-LAW NO. 3

**RESPECTING COLLECTIVE
BARGAINING BY THE
CONTRACTORS**

WHEREAS it is necessary for the purposes of the Corporation to bargain collectively with trade unions and to administer collective agreements on behalf of the members and (inasmuch as the Labour Relations Act, R.S.O. 1970, C. 2, secs. 114 to 149 provides that an Employer's Organization which is accredited by the Board shall represent employers who may not be members of the Employers Organization) to have the authority to bargain collectively with trade unions on behalf of Employers who may not be members of the Corporation.

THEREFORE BE IT ENACTED by a by-law of the Corporation:

1. That the Board of Directors be and is authorized and directed to represent as their sole and exclusive bargaining agent, all members of the corporation and any employers on whose behalf it may by law be authorized to represent for the purpose of bargaining collectively with trade unions or administering collective agreements and dealing in all other matters relating to labour relations on behalf of the aforesaid employers which may arise from time to time.
2. 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.
3. That the Board of Directors be and is authorized to take such steps it, in its discretion, deems necessary or appropriate to promote any or all of the objectives of the Corporation set forth in this By-Law.

Passed by the Board of Directors and sealed with the corporate seal this 15th day of October, 1980.

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

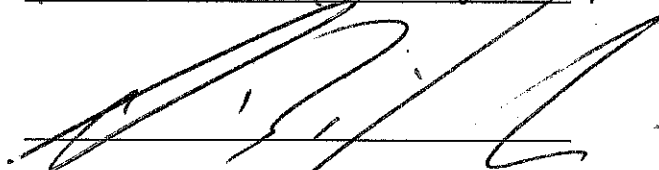
The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 25TH day of NOVEMBER, 2024.

NAME OF EMPLOYER

1910902 ONT. INC.

SIGNATURE



TITLE

President

WITNESS

MIKE CHIAROLLO

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 14 day of November, 2024.

NAME OF EMPLOYER Acier Richard Ltee.

SIGNATURE

B. Campbell

TITLE

President

WITNESS

Martin Tasse
Martin Tasse

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 20.00 day of November, 2024.

NAME OF EMPLOYER

Aurora Crane Service

SIGNATURE

Signed by:
Steve Williams
#1271132164400

TITLE

Manager

WITNESS

DocuSigned by:
gm
01271132164400


EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 9th day of December, 2024.

NAME OF EMPLOYER Barrie Crane Rental Ltd.

SIGNATURE 

TITLE President

WITNESS 

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 21 day of NOV., 2024.

NAME OF EMPLOYER BAY MOBILE CRANE INC.

SIGNATURE T. Finkle - Tom Finkle

TITLE OWNER.

WITNESS Ryan Shelley

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 19.00 day of November, 2024.

NAME OF EMPLOYER City Crane

SIGNATURE  Signed by: _____

TITLE President

WITNESS  DocuSigned by: _____

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 11th day of December, 2024.

NAME OF EMPLOYER Regional Crane Rental Ltd

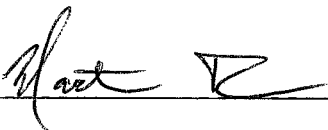
SIGNATURE



TITLE

Vice President

WITNESS



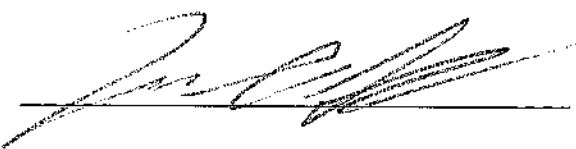
EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

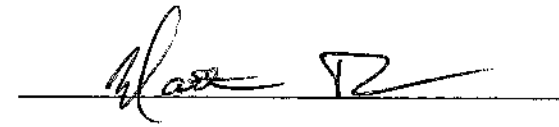
The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 11th day of December, 2024.

NAME OF EMPLOYER Duff Boom Truck Service Inc.

SIGNATURE 

TITLE Owner

WITNESS 

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 11 day of Dec, 2024.

NAME OF EMPLOYER

Let's Boom Crane Rental Inc

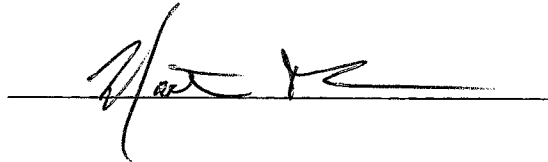
SIGNATURE



TITLE

Owner

WITNESS



EMPLOYER AUTHORIZATION


The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 12 day of December, 2024.

NAME OF EMPLOYER Location de Grue Gaetan Roy

SIGNATURE



TITLE

owner

WITNESS



EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

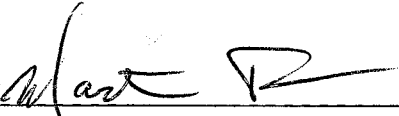
The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 13 day of November, 2024.

NAME OF EMPLOYER MacGregor Crane Services Ltd.

SIGNATURE 

TITLE OWNER

WITNESS 
Martin Tasse

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

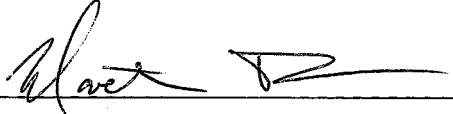
The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 9th day of December, 2024.

NAME OF EMPLOYER Ottawa Crane Rental

SIGNATURE 

TITLE President

WITNESS 

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 14 day of November, 2024.

NAME OF EMPLOYER Dulepka Equipment Rentals

SIGNATURE

B. Campbell

TITLE

President

WITNESS

Martin Tasse
Martin Tasse

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 13 day of Nov, 2024.

NAME OF EMPLOYER

HASTINGS CRANE RENTAL

SIGNATURE

Gary Matier - Gary Matier

TITLE

OWNER OPERATOR

WITNESS

Ryan Shelley
Ryan Shelley

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 19th day of NOVEMBER, 2024.

NAME OF EMPLOYER MARIO DI PANFILO

SIGNATURE Mario Di Panfilo

TITLE owner / operator

WITNESS Mike Chiaravato
SECTOR COORDINATOR

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 15.00 day of Nov, 2024.

NAME OF EMPLOYER

ISDOVA CRANES Corp.

SIGNATURE

Signed by:
Lisa Eldridge
1.0001000041001001

TITLE

Co-owner

WITNESS

DocuSigned by:
[Signature]
02107102400001

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

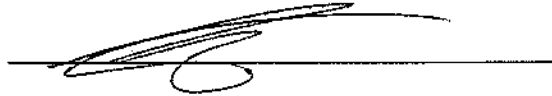
The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 14 day of NOVEMBER, 2024.

NAME OF EMPLOYER

TEISCO CRANES

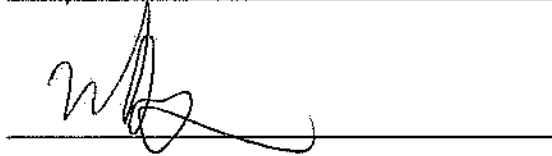
SIGNATURE



TITLE

PRESIDENT

WITNESS




EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 19.00 day of November, 2024.

NAME OF EMPLOYER KK Crane Ltd

SIGNATURE 
 DocuSigned by:
 840300613084201

TITLE President

WITNESS 
 DocuSigned by:
 04444400440444

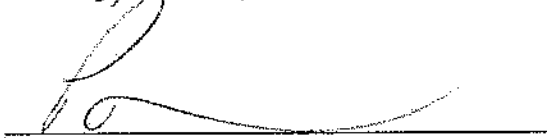
EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

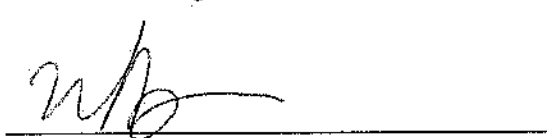
The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 2 day of Dec, 2024.

NAME OF EMPLOYER LUBY'S CRANE

SIGNATURE 

TITLE OWNER

WITNESS 

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 15 day of November 2024.

NAME OF EMPLOYER

Mantlia Crane Rentals

SIGNATURE



TITLE

President

WITNESS

John McKeat

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 22 day of 11, 2024.

NAME OF EMPLOYER

Premier Concrete Pumping

SIGNATURE

[Handwritten Signature]

TITLE

VIP

WITNESS

MIKE CHIARENTO [Handwritten Signature]

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 18.00 day of 11, 2024.

NAME OF EMPLOYER Sky-Hi Crane Services Ltd

SIGNATURE  DocuSigned by: [Signature]

TITLE President

WITNESS  DocuSigned by: [Signature]

Steel Speed Crane Rentals

P.O. Box 654
Sault Ste. Marie, Ont.
P6A 5N2

Ph: (705) 946-5249
Fax: (705) 946-1699

2723108 ONTARIO LIMITED o/a

November 20/24

Re: Employer Authorization

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 20th day of November, 2024.

NAME OF EMPLOYER 2723108 Ontario Ltd. o/a Steel Speed Crane Rentals

SIGNATURE 

TITLE President

WITNESS 



EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 19.00 day of November, 2024.

NAME OF EMPLOYER

TT Crane Services Ltd.

SIGNATURE

Signed by:
Travis Taylor
0018081149C111E

TITLE

Director

WITNESS

DocuSigned by:
[Signature]
103 017 082 940441

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 18.00 day of November, 2024.

NAME OF EMPLOYER

Ahmed Erbil

SIGNATURE

DocuSigned by:
Ahmed Erbil
330667131-508410

TITLE

Project Manager

WITNESS

DocuSigned by:
[Signature]
825277362410881

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 12 day of NOVEMBER, 2024.

NAME OF EMPLOYER WAYNE'S CRANE SERVICE

SIGNATURE M. Roche

TITLE PRESIDENT

WITNESS Wayne Roche P.P.

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 18.00 day of november, 2024.

NAME OF EMPLOYER

X-Act Crane

SIGNATURE

Signed by:
Steve Mullins

TITLE

president

WITNESS

DocuSigned by:
sm

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 15.00 day of November, 2024.

NAME OF EMPLOYER

Yes Crane Inc

SIGNATURE

Signed by: 
11/05/2024 11:19:20 AM

TITLE

President

WITNESS

DocuSigned by: 
01/05/2024 11:19:20 AM

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the “**CRAO**”) is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 28 day of January, 2024.

NAME OF EMPLOYER DeGrandis Concrete Pumping

SIGNATURE 

TITLE CEO

WITNESS 

KERR CRANE SERVICE

DIVISION OF J. LOGAN KERR LIMITED

1321 Riverside Drive Timmins, ON P4R 1A6

Telephone: (705) 264-1368 Fax: (705) 267-4735 Website: www.kerrcrane.com

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 20th day of November, 2024.

NAME OF EMPLOYER Kerr Crane Service

SIGNATURE



J. Logan Kerr

TITLE President

WITNESS



EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of its proper signing officer(s) this 19th day of NOVEMBER, 2024.

NAME OF EMPLOYER MARIO DI PANFILO

SIGNATURE Mario Di Panfilo

TITLE owner / operator

WITNESS Mike Chiaravato MIKE CHIARAVATO
SECTOR COORDINATOR

EMPLOYER AUTHORIZATION

The undersigned Employer acknowledges that the Crane Rental Association of Ontario (the "CRAO") is seeking accreditation at the Ontario Labour Relations Board to become the accredited bargaining agent for employers engaged in the operation of concrete pumping equipment and the operation of cranes which employ members of the International Union of Operating Engineers, Local 793 in all sectors except the ICI sector in the Province of Ontario.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to act as its agent and representative for the purpose of making and amending as necessary the Application for Accreditation, and to discharge its obligations as an accredited bargaining agent.

IN WITNESS WHEREOF the Employer has signed this authorization under the hand of

its proper signing officer(s) this _____ day of _____, 2024.
1/9/2025 | 9:24:12 AM EST

NAME OF EMPLOYER JTM Cranes Ltd.

SIGNATURE Signed by:
Tony Cristao
021887088405421

TITLE Treasurer

WITNESS DocuSigned by:
9M...
061570882405421

TAB 6

LABOUR RELATIONS ACT, 1995
BEFORE THE ONTARIO LABOUR RELATIONS BOARD

B E T W E E N:

CRANE RENTAL ASSOCIATION OF ONTARIO

Applicant

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

Responding Party

AFFIDAVIT OF JASON HANNA

I, Jason Hanna, of Markham, Ontario affirm that:

1. I am the General Manager of Lift All Crane / Earl's Crane / Arlington Crane. I am also the President of the Board of Directors of the Crane Rental Association of Ontario.
2. In my capacity as President, I confirm that the following companies are members in good standing of the Crane Rental Association of Ontario:

CRAO MEMBER ORGANIZATIONS
ALL CANADA CRANE RENTAL CORP.
AMHERST CONCRETE PUMPING LIMITED
AMHERST CRANE RENTALS LIMITED
AURORA CONCRETE PUMPING (1988) LTD.
BW HAGGART (1869992 ONTARIO INC.)
C.W. SMITH CRANE SERVICE 2009 LIMITED
CAMERON CRANE & RIGGERS INC.
CAN-PICK CRANE RENTAL LIMITED
CRANEWAY EQUIPMENT LIMITED
DE SANTIS CRANE SERVICE CORP.
DOUBLE D CRANE SERVICES INC.
ELITE CRANE
FALCON CRANE LTD.
GRANITE CONCRETE PUMPING (2022) INC.
JCL CONCRETE PUMPING LIMITED
JT CRANE & RIGGING LTD.
LIFT ALL CRANE SERVICES LIMITED
MAAG CRANE SERVICES INC.
MAMMOET CANADA EASTERN LTD.

MODERN CRANE RENTALS LIMITED
MOIR CRANE SERVICE HOLDINGS, LTD.
MOTOR CITY CRANE RENTAL (1990) LTD.
NORTHERN EQUIPMENT (1022819 ONTARIO INC./1866487 ONTARIO INC.)
PDI NATIONAL CRANES INC.(PRIESTLY/1630234 ONTARIO INC.)
PETE SMITH CRANE RENTAL & RIGGING CORP.
PHOENIX CRANE CORP.
PROCESS MECHANICAL/PROCESS INDUSTRIAL COMPANY INC.O/A PMI
PUMPCRETE CORPORATION
ROC CORPORATION
SARENS CANADA INC.
STERLING CRANE A DIVISION OF PROCRANE INC.
THOMKESS CRANE RENTAL
WARD CRANE RENTALS LIMITED

3. This Affidavit has been prepared for me under my instruction and I hereby confirm and declare that the above statements are true to the best of my knowledge.

Sworn or Affirmed before me: (select one): in person OR by video conference

<p>by Jason Hanna of Markham in the City of Markham, before me at the City of Toronto on March 11, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.</p> <p>Commissioner for Taking Affidavits (or as may be)</p>	
<p><i>Signature of Commissioner (or as may be)</i></p>	<p><i>Signature of Deponent</i></p>

EXECUTED ON FOLLOWING PAGE.



2. In my capacity as President, I confirm that the following companies are members in good standing of the Crane Rental Association of Ontario:

CRAO MEMBER ORGANIZATIONS
ALL CANADA CRANE RENTAL CORP.
AMHERST CONCRETE PUMPING LIMITED
AMHERST CRANE RENTALS LIMITED
AURORA CONCRETE PUMPING (1988) LTD.
BW HAGGART (1869992 ONTARIO INC.)
C.W. SMITH CRANE SERVICE 2009 LIMITED
CAMERON CRANE & RIGGERS INC.
CAN-PICK CRANE RENTAL LIMITED
CRANEWAY EQUIPMENT LIMITED
DE SANTIS CRANE SERVICE CORP.
DOUBLE D CRANE SERVICES INC.
ELITE CRANE
FALCON CRANE LTD.
GRANITE CONCRETE PUMPING (2022) INC.
JCL CONCRETE PUMPING LIMITED
JT CRANE & RIGGING LTD.
LIFT ALL CRANE SERVICES LIMITED
MAAG CRANE SERVICES INC.
MAMMOET CANADA EASTERN LTD.

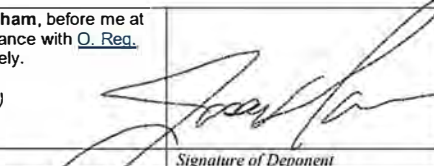

Page 1 of 2

MODERN CRANE RENTALS LIMITED
MOIR CRANE SERVICE HOLDINGS, LTD.
MOTOR CITY CRANE RENTAL (1990) LTD.
NORTHERN EQUIPMENT (1022819 ONTARIO INC./1866487 ONTARIO INC.)
PDI NATIONAL CRANES INC.(PRIESTLY/1630234 ONTARIO INC.)
PETE SMITH CRANE RENTAL & RIGGING CORP.
PHOENIX CRANE CORP.
PROCESS MECHANICAL/PROCESS INDUSTRIAL COMPANY INC.O/A PMI PUMPCRETE CORPORATION
ROC CORPORATION
SARENS CANADA INC.
STERLING CRANE A DIVISION OF PROCRANE INC.
THOMKESS CRANE RENTAL
WARD CRANE RENTALS LIMITED

3. This Affidavit has been prepared for me under my instruction and I hereby confirm and declare that the above statements are true to the best of my knowledge.



Sworn or Affirmed before me: (select one): in person OR by video conference

by Jason Hanna of Markham in the City of Markham, before me at the City of Toronto on March 11, 2025 in accordance with O. Reg. 431/20 , Administering Oath or Declaration Remotely.	
Commissioner for Taking Affidavits (or as may be)  Signature of Commissioner (or as may be)	