Federal Court Cour fédérale

Date: 20170616

Docket: T-969-16

Citation: 2017 FC 592

[UNREVISED ENGLISH CERTIFIED TRANSLATION]

Ottawa, Ontario, June 16, 2017

PRESENT: The Honourable Madam Justice St-Louis

BETWEEN:

SOCIÉTÉ DE TRANSPORT DE L'OUTAOUAIS

Applicant

and

SYNDICAT UNI DU TRANSPORT (LOCAL 591)

Respondent

JUDGMENT AND REASONS

I. Nature of the matter

[1] The Société de transport de l'Outaouais [the STO] is requesting an order declaring the Syndicat uni du transport (Local 591) [the Syndicat] guilty of contempt of Court for violating the enforcement order rendered on September 6, 2016, by Mr. Justice Locke [the Order].

[2] This judgment follows the show cause order issued on November 23, 2016, by Mr. Justice Annis pursuant to rule 467 of the *Federal Courts Rules*, SOR/98-106, which directed the Syndicat to appear before a judge to hear the evidence of contempt of Court against it and be ready to present a statement of defence.

[3] In short, the Court concluded that the STO had not discharge its burden of proof. The STO did not demonstrate that the Order it cited, on the face of it, allowed the Syndicat to know the actions it needed to take. Therefore, the Court rejects the allegation of contempt of Court against the Syndicat.

II. Background

[4] The STO is a corporation providing an urban public transportation system to the residents of the municipalities of Gatineau, Cantley and Chelsea. The Syndicat is an accredited association of employees as defined in the *Canada Labour Code* RSC 1985, c. L-2, that represents the STO's city drivers and maintenance employees.

[5] The parties are bound by a collective labour agreement that contains Appendix "H," adopted some thirty years ago, namely the "Entente relativement à l'administration du programme de remplacement du revenu en cas d'invalidité de longue durée" [Long-term disability income replacement program administration agreement]. The wording of Appendix "H" is presented in the appendix.

[6] Appendix "H" provides that the Syndicat purchase long-term disability insurance for its members, underwritten by the SSQ-Life company until January 1, 2015. Appendix "H" also provides that the STO take responsibility for a long-term disability income replacement program and lists the five tasks that the STO must carry out.

[7] However, on January 1, 2015, the Syndicat changed insurance companies to purchase an insurance policy with Industrial Alliance [IA] in place of SSQ-Life.

[8] On March 5, 2015, the STO filed a grievance alleging that the Syndicat violated the agreement and that, more specifically, the Syndicat failed to carry out its obligations following a change in insurance company, by acting as though Appendix "H" was null and void.

[9] On May 5, 2016, Arbitrator Renaud Paquet reached a decision on the grievance. He declared that Appendix "H" of the collective agreement remained in effect even if the insurer changed and ordered that the Syndicat take measures to ensure that the STO be able, by May 20, 2016, at the latest, to fully perform the tasks assigned to it by Appendix "H" of the collective agreement.

[10] On May 16, 2016, Charlène Auclair, on behalf of the STO, sent the Syndicat the list of documents that STO deemed necessary to receive for the Syndicat to carry out the tasks assigned to it under Appendix "H";

[11] On June 6, 2016, the STO asked the arbitrator to supplement his decision by specifying which documents the Syndicat had to provide to the STO for it to carrying out the tasks assigned under Appendix "H."

[12] On June 21, 2016, the Court issued a certificate of a filing for the arbitration award pursuant to section 66 of the *Canada Labour Code* and rule 423.

[13] On August 31, 2016, Arbitrator Paquet responded to the request made by the STO on June 6. He affirmed that he is *functus officio* and therefore does not have the jurisdiction to list the documents to which the STO is entitled. Moreover, the arbitrator noted that [TRANSLATION] "the real dispute between the parties has absolutely nothing to do with the series of information that the Syndicat should send the employer so that it can carry out its duties under Appendix 'H.'" Nothing in the documentation submitted to me at the hearing supports that the parties do not agree on the information that should or should not be submitted to the employer by the Syndicat. Rather, this documentation indicates that the parties have not discussed the issue" (at paragraph 21).

[14] On September 6, 2016, Locke J. granted the motion for enforcement of the arbitration award presented by the STO in accordance with rules 423 and 431. Locke J. takes no position with respect to the list of documents required by the STO, indicating that these documents are the STO's interpretation of what the order requires and that it is neither necessary nor appropriate to extend the scope of the order by adding a reference to those documents (at paragraph 23). He granted the motion and ordered the Syndicat [TRANSLATION] "to immediately

take the measures" to allow the STO to fully perform the tasks assigned to it under Appendix "H."

[15] On October 28, 2016, the STO presented a motion to obtain an order under rule 467 requiring the Syndicat to appear before a judge of this Court and be prepared to present a defence to the charges of contempt of an order of this Court, an order served on November 23, 2016 by Annis J.

[16] On January 24, 2017, and January 25, 2017, the Court heard the parties.

III. Issue

[17] The Court must determine whether the STO has proved beyond reasonable doubt that the Syndicat was in contempt of Court.

IV. Parties' positions

A. *STO's Position*

[18] The STO called three witnesses: (1) Charlène Auclair, chief of human resources management at the STO; (2) Isabelle Roy, OHS adviser at the STO; and (3) Nicolas Ribot, STO service representative and Syndicat member.

[19] In its argument, the STO referred to the facts and stated the issue and applicable law. It maintained that it had proved beyond a reasonable doubt the elements of the contempt of Court,

namely: (1) the existence of the Order; (2) the Syndicat's knowledge of it; and (3) the Syndicat's deliberate failure to comply with it (Canadian Union of Postal Workers v Canada Post Corporation, 2011 FC at paragraph 19).

(1) The existence of the Order

[20] The STO first stated that the existence of the Order was proved beyond a reasonable doubt because: (1) the existence of Arbitrator Paquet's arbitration award of May 5, 2016, has been proved (Exhibit R-B); (2) the filing of the arbitration award in the Federal Court on June 21, 2016, has been proved (Exhibit R-F); and (3) the existence of Locke J.'s September 6, 2016 Order has also been proved (Exhibit R-H).

[21] The STO stated that the events which took place before the Order are not merely contextual evidence but rather establish the progression of measures taken before resorting to the motion for contempt, and the continuity of the Syndicat's behaviour with respect to the arbitration award, which is essentially found in the Order.

[22] Regarding the clarity and interpretation of the Order, the STO agrees with the Syndicat's proposal that the wording of an order must be interpreted in their grammatical and ordinary sense, within the context of the order.

[23] The STO submits that the Court must consider the particular context in which the Order was imposed, as well as its purpose and intent, and that failure to respect the intent of the Order, just as its literal provisions, constitutes contempt. Thus, the STO is relying on the decision of the

Competition Tribunal of Canada in *Canada (Director of Investigations and Research: Competition Act) v Chrysler Canada Inc.* (1992), 44 CPR (3d) 430.

[24] However, in this case, the context of the Order is clear: the STO is responsible for administering the long-term disability income replacement program, in the overall framework of the Agreement, even if the Syndicat is the policyholder. The purpose of Appendix "H" is clear and unequivocal: the STO has full responsibility for administering the long-term disability income replacement program. The intent of the Order concerns the plan's administration.

[25] Thus, according to the STO, the context of the Order is not ambiguous: the parties have an enforcement order that was issued in a context in which the Syndicat wilfully failed to carry out an arbitration award for about four months.

[26] The STO believes the terms of the Order were succinct, imperative, clear and explicit. The Order refers explicitly to Appendix "H" which has remained unchanged for 30 years and its interpretation has never posed a problem to the Syndicat before. In that regard, the STO referred to the testimonies of Ms. Auclair and Ms. Roy to the effect that Appendix "H" has been in effect for a long time, which was also noted by Locke J. when he said: [TRANSLATION] "The order refers the respondent to Appendix 'H,' which has existed between the parties for 30 years (through several renewals of the collective agreement) with no indication of difficulty of interpretation" (at paragraph 22).

[27] Even assuming that there is a real problem with the interpretation of the Order, which the STO expressly denies, the Syndicat should at least comply with its obligations under Appendix "H," such as: [TRANSLATION] "The Syndicat uni du transport (local 591) city drivers and maintenance staff shall notify and authorize the insurer to send all documents regarding claims and billing directly to the Société de transport de l'Outaouais OSH and social benefits adviser and finance branch."

[28] Regarding the decision by Arbitrator Paquet on August 31, 2016, the STO directed the Court to paragraph 23, in which the arbitrator specifies: [TRANSLATION] "The real issue before me has nothing to do with the clarifications to be made to my decision on May 5, 2016, but rather to the Syndicat's refusal to comply with it." Therefore, contrary to the Syndicat's claims, the issue that was presented to the arbitrator was the Syndicat's refusal to comply with the decision.

(2) The Syndicat's knowledge of the Order

[29] Second, the STO argued that the Syndicat's knowledge of the order was also proved beyond a reasonable doubt. According to the STO, the Syndicat was aware of the arbitration award, its filing in Court and Locke J's Order on September 6, 2016.

[30] In her letter dated May 16, 2016, to Félix Gendron, Exhibit R-C, Ms. Auclair discussed only the arbitration award. Mr. Gendron knew about it because he sent Ms. Auclair a letter dated May 20, 2016, in which he said he wanted to challenge it with a judicial review (Exhibit R-E).

[31] Moreover, the arbitration award was filed with the Court on June 21, 2016, and the certificate of a filing was reported to the Syndicat by fax and its counsel by e-mail on June 29, 2016 (Exhibit R-G).

[32] Lastly, the STO noted that the Syndicat found out about the Order by Locke J. on September 6 or September 7, 2016, as Mr. Gendron admitted during examination and cross-examination.

(3) The Syndicat's deliberate failure to comply with the Order

[33] Third, the STO argued that the Syndicat's failure to comply with the arbitration award and Order was proved beyond a reasonable doubt.

[34] The STO first referred to Mr. Gendron's testimony, in which he said that the information requested was not available; then testified that he did not understand the arbitrator's decision; and finally indicated that he thought the Syndicat gave the STO all the long-term disability files. However, the STO noted that Mr. Gendron had not produced anything in writing to confirm his claims, and there is no evidence that the Syndicat was actually confused about the situation, apart from Mr. Gendron's testimony. On the contrary, the STO submits that it made specific and detailed demands of what it wanted from the Syndicat.

[35] Moreover, the STO referred to Mr. Gendron's testimony that the STO does not need to receive billing documents, even though it is clear in Appendix "H" that this is the STO's task.

[36] The STO drew the Court's attention to Exhibit R-M, where it is clear that Mr. Gendron refused to give the STO access to billing documents from the insurer or otherwise; and to Exhibit R-T and Mr. Gendron's testimony in cross-examination, which reveal that the Syndicat has authorization to let the insurer share all documents regarding claims and billing directly with the STO. According to the STO, [TRANSLATION] "the issue is not to determine whether a particular document had to be sent [by the Syndicat to the STO], based on its interpretation, but rather to determine whether [the Syndicat] deliberately failed to immediately take the necessary measures for the [STO] to administer this insurance." (STO reply memorandum to paragraph 41).

[37] The STO noted that it was not until September 20, 2016, two weeks after the Order was given, that the Syndicat started to take action, providing only the contact person's contact information and a copy of the insurance contract. However, although the Syndicat argued it did not have enough time to act, the STO submitted that this argument should be rejected because the Syndicat is free to choose its priorities, and its first priority should have been to comply with the Order, especially because the Order stated that the Syndicat was to act "immediately." Otherwise, the Syndicat could have asked the Court for more time, which it did not do.

[38] The STO also argued that there was no doubt that the Syndicat had an agreement with IA that as of October 14, 2016, all communications would be sent directly to the Syndicat instead of the STO, which contradicts the terms of Appendix "H" to the effect that the Syndicat must notify and authorize the insurer to send all documents regarding claims and billing directly to the Société de transport de l'Outaouais OSH and social benefits adviser and finance branch.

[39] Thus, the STO referred to Ms. Roy's testimony, in which she set out that she had no way of knowing what information is sent to her by the Syndicat and named two employees, Ms. Courville and Mr. Corbeil, for whom the long-term disability files were not sent by the Syndicat.

[40] The STO also drew the Court's attention to Mr. Ribot's testimony. In this regard, the Syndicat argued that the letter sent to the employees by Ms. Roy on October 14, 2016 (Exhibit R-W) was not valid and that the Syndicat continued to administer the long-term disability insurance plan. The STO considers that this testimony clearly illustrates the Syndicat's disobedience to the Order.

[41] Regarding the Syndicat's intentions, the STO submitted that the Syndicat did not prove *mens rea* (*Brilliant Trading Inc v Wong*, 2005 FC 1214 at paragraph 15 [*Brilliant Trading*]), but rather a deliberate failure to comply with the Order. The issue of good faith is not relevant in determining the Syndicat's guilt either; it is only relevant in terms of sentencing, if applicable (*Brilliant Trading*).

[42] In this case, the STO maintains that the evidence is unequivocal that the Syndicat acted deliberately and thoughtfully: it chose not to act until two weeks after the Order was issued; it started to carry out only part of its responsibilities on September 20, 2016; it made an agreement with IA to use communications channels contrary to those required in Appendix "H"; and it gave instructions to Mr. Ribot between October 14 and 28, 2016, to the effect that Ms. Roy's letter (Exhibit R-W) was not valid. However, the evidence demonstrates that the Syndicat knew these instructions were not consistent with the Order because it instructed Julie Charbonneau to

communicate directly with the STO regarding her long-term disability claim, or there would be "contempt of Court."

[43] Lastly, the STO addressed the alleged truce by the Syndicat by initially asking the Court to be prudent in weighing the credibility of Josée Moreau and the probative value of her testimony. It argued that nothing in the evidence supports the conclusion that the truce Ms. Moreau mentioned in her testimony dealt with suspending the execution of the Order and that, even if that was the case, a court order remains in effect and must be respected until it is set aside at the end of a judicial process, regardless of any agreement between the parties.

[44] In short, according to the STO, the evidence maintains, beyond a reasonable doubt, that the Syndicat circumvented or possibly set aside Appendix "H" and therefore deliberately disobeyed the Order. Thus, the STO asked this Court to declare the Syndicat guilty of contempt of Court pursuant to rule 466 of the *Federal Courts Rules* and call the parties at a later date for the submissions on sentencing, with costs.

B. *Syndicat's Position*

[45] The Syndicat called three witnesses: Julie Charbonneau, STO city bus driver; (2) Josée Moreau, barrister and solicitor for the Syndicat; and (3) Félix Gendron, president of the Syndicat.

[46] The Syndicat noted that this Court must determine whether it has disobeyed the Order, all the elements prior to September 6, 2016 were only contextual evidence, and claimed that (1) the

Order is not sufficiently specific; (2) the STO did not meet its burden of proving a deliberate failure on the part of the Syndicat.

(1) The Order

[47] The Syndicat submitted that the order was not sufficiently specific for it to know its exact obligations. Thus, the Syndicat referred to this Court's wording in its *Canadian Union of Postal Workers v Canada Post Corporation*, 2015 FC 355 decision at paragraph 61:

> I consider that the arbitration award does not give any insight into whether and why the arbitrator interpreted the scope of the deviations permitted by Appendix BB and that it does not clearly dictate how the respondents were to interpret Appendix BB when they applied it to employees who had actually cited individual circumstances. In the absence of a specific reference in the reasons or the disposition of the arbitration award, I find that the arbitration award is not sufficiently clear and precise to give rise to a finding of contempt of court. There remains an ambiguity as to whether or not the arbitrator dealt with the scope of the deviations permitted when Appendix BB is applied. In addition, if the arbitrator dealt with it implicitly, I consider that her award is not sufficiently precise in this regard to ground a finding of contempt of court.

[48] Furthermore, on June 6, 2016, the STO asked Arbitrator Paquet to elaborate on his decision, as it appears in a second arbitration award rendered by that arbitrator on August 29, 2016 (Exhibit I-1).

[49] The Syndicat also referred to the documents identified by the STO in its motion for enforcement and to Locke J. in that regard, namely:

> [TRANSLATION] It follows from the conclusions in the preceding paragraph that it is neither necessary nor appropriate to extend the scope of the order by adding a reference to the documents listed by the applicant. Those documents are simply the applicant's

> interpretation of what the order requires, and I will not take a position on this issue. It suffices to restate that I am not convinced that the order, in referencing the specific text of Appendix "H," is ambiguous. (Emphasis added)

[50] Thus, the Syndicat cannot be found guilty of contempt because it is entitled to the most favourable interpretation of this Order (*Rameau v Canada (Attorney General)*, 2012 FC 1286 at paragraph 19 [*Rameau*]) and it, at all relevant times, took the necessary measures in good faith to comply, and the STO's rigid interpretation of the information needed to administer the plan according to Appendix "H" cannot result in the unilateral imposition of obligations on the Syndicat that could lead to a conviction of contempt of Court.

(2) The Syndicat's deliberate failure to comply with the Order

[51] The Syndicat submitted that, according to Mr. Gendron's testimony on September 20, 2016: the STO was already receiving all the necessary documentation for administering the plan (for example, the wage loss insurance forms); Mr. Gendron sent the contact person's contact information; he sent a copy of the insurance contract between the Syndicat and IA.

[52] Moreover, according to the Syndicat, the STO's evidence does not establish beyond a reasonable doubt that the Syndicat really did not intend to comply with the Order. On the contrary, there is convincing evidence that the Syndicat complied with the Order given based on its interpretation of it. Thus, it is clear that the STO did not discharge its burden of proving a deliberate failure on the part of the Syndicat.

[53] If the Court concludes that on September 20, 2016, the Syndicat did not comply with the Order, the Syndicat submits that its behaviour can be explained by the "truce" that occurred and the Syndicat's understanding of its scope. Thus, the Syndicat is relying on Ms. Moreau's testimony that the parties had agreed to set aside all legal remedies on or around October 5, 2016.

[54] In short, the Syndicat submitted that the STO has not presented evidence that demonstrates beyond a reasonable doubt that the Syndicat put itself in contempt of Court. On the contrary, the evidence and particularly Mr. Gendron's uncontradicted testimony demonstrated that the Syndicat complied with all its obligations under the Order. In the alternative, if the Court had doubts about the possibility that the Syndicat put itself in contempt of Court, the Syndicat claimed that there is reasonable doubt, so the motion can be dismissed.

V. Analysis

A. *Contempt of Court*

(1) General

[55] The powers of courts with respect to contempt of court are exceptional and must only be used as a last resort. Thus, "A conviction for contempt should only be entered where it is genuinely necessary to safeguard the administration of justice" (*Morasse v Nadeau-Dubois*, 2016 SCC 44 at paragraph 21).

[56] In *Carey v Laiken*, 2015 SCC 17 [*Carey*], Mr. Justice Cromwell discussed a judge's discretion regarding contempt as follows:

> For example, where an alleged contemnor acted in good faith in taking reasonable measures to comply with the order, the judge entertaining a contempt motion generally retains some discretion to decline to make a finding of contempt: see, e.g., *Morrow, Power v. Newfoundland Telephone Co.* (1994), 121 Nfld. & P.E.I.R. 334 (Nfld. C.A.), at para. 20; TG Industries, at para. 31. While I prefer not to delineate the full scope of this discretion, given that the issue was not argued before us, I wish to leave open the possibility that a judge may properly exercise his or her discretion to decline to impose a contempt finding where it would work an injustice in the circumstances of the case (at paragraph 37).

[57] In accordance with rule 467, before a person may be found in contempt of Court, the person shall be served with an order requiring the person to appear before a judge, to be prepared to hear proof of the act with which the person is charged and to be prepared to present any defence that the person may have. A motion to that effect was presented by the STO on October 28, 2016, and Annis J., who firmly believed this was a *prima facie* case of contempt, served the order sought by the STO on November 23, 2016.

[58] The next step is the contempt proceeding, in which evidence shall be oral (rule 470(1)). In that regard, a person alleged to be in contempt may not be compelled to testify (rule 470(2)). Given that civil contempt is quasi-criminal in nature (*Carey* at paragraph 42), a finding of contempt shall be based on proof beyond a reasonable doubt (rule 469) from three elements that have been developed in the case law, namely: (1) proof of a Court order; (2) proof of the respondent's knowledge of the order; and (3) a deliberate flouting of the order (*Angus v Chipewyan Prairie First Nation Tribal Council*, 2009 FC 562 at paragraph 35). The onus of proof is on the applicant (*Telecommunications Workers Union v Telus Mobility*, 2004 FCA 59 at

paragraph 4); the alleged contemnor may or may not adduce evidence (*Canadian Private Copying Collective v Fuzion Technology Corp.*, 2009 FC 800 at paragraph 69).

(2) Proof of a Court order

[59] First, the order which alleges the violation must clearly and unambiguously state the conduct of the parties. According to the terms of the Federal Court of Appeal in *Canada (Human Rights Commission) v Warman*, 2011 FCA 297 [*Warman*], at paragraph 89:

> The court will only enforce orders according to their terms. The order the Court makes is the order to be enforced, not the order which it could have made, nor even the order which it intended to make. The person who is subject to a court order must be able to tell from the order itself what he or she is to do or refrain from doing.

[60] The Court can find that an order is not clear if, for example, "it is missing an essential detail about where, when or to whom it applies; if it incorporates overly broad language; or if external circumstances have obscured its meaning" (*Carey* at paragraph 33) or if the order is merely declaratory (*Telecommunications Workers Union v Telus Mobility*, 2004 FCA 59 at paragraph 4).

[61] In *CUPW v the Canada Post Corporation* (1987), 16 FTR 4, the Court had determined that the order was too vague and imprecise to serve an order to appear for a charge of contempt, concluding: "[TRANSLATION] in the absence of specific findings in the order under review, it is not for this court to determine what the arbitration award could not establish." Thus, in those proceedings, no order was served pursuant to the current rule 467.

[62] The Federal Court of Appeal reiterated this notion in *Telecommunications Workers Union v Telus Mobility*, 2004 FCA 59: "A finding of contempt of court cannot be based on a court order that is ambiguous, or an order that is merely declaratory." "It must be clear on the face of the order what is required for compliance" (at paragraph 4; also see *Rameau* at paragraph 19).

[63] In *Sherman v Canada (Customs and Revenue Agency)*, 2006 FC 1121, after an order to appear was served to respond to allegations of contempt, the case was brought before Madam Justice Hanson to determine if contempt had taken place. He dismissed the motion, determining that the order that had allegedly been violated was ambiguous because, although it indicated that interest had to be paid, it did not specify the date on which the interest had to be calculated. This decision illustrates that the issuance of a show cause order does not always result in a finding that the respondent is in contempt of Court. In fact, "the issuance of a Show Cause Order does not reflect a finding that he is in contempt of Court" (*Canada (Canadian Human Rights Commission) v. Winnicki*, 2006 FC 350 at paragraph 10).

[64] In this case, the wording of the Order is general, requiring the Syndicat to [TRANSLATION] "immediately take the measures so that the employer can fully perform the tasks assigned to it by Appendix 'H' of the collective agreement." However, the measures in question are not stated and the Syndicat cannot tell from the Order itself what it must do for the STO to perform its tasks under Appendix "H" (*Warman* at paragraph 89).

[65] Furthermore, it is worth noting that Arbitrator Paquet, who was asked to clarify his arbitration award by the STO, specified that the list of documents that these "measures" might include was not presented to him.

[66] According to the criteria established by the case law, the Court cannot find that the Syndicat failed to provide documents and was in contempt of an order of this Court unless there was first a clear order directing the Syndicat to provide those documents. However, the Order neither directs the Syndicat to provide documents nor lists the documents in question; it directs the Syndicat to "immediately take the necessary measures."

[67] Moreover, the Court cannot find that the Syndicat should at least comply with its obligations under Appendix "H" because the Order does not provide any details in that regard. The Order is limited to the measures that the Syndicat must take to allow the STO to perform its tasks, but it does not address any of the tasks that the Syndicat must perform irrespective of the STO's tasks.

[68] In short, the Order does not, on the face of it, clearly and unambiguously state the actions the Syndicat must take for the STO to perform its tasks under Appendix "H." As indicated, evidence of contempt must be based on the order served and not the order that might have been served.

[69] The fact that the Order refers to Appendix "H" or that Appendix "H" has been in effect for a long time does not change the general nature of the Order and presume the conduct

imposed on the Syndicat with respect to contempt of Court. Especially since the Court considers that the STO has not proved that the requested documents were normally provided by the Syndicat in the past.

[70] In light of the conclusion based on this criterion, it is unnecessary to consider the other conditions required for contempt of Court, namely knowledge of the order and the deliberate flouting of the order.

VI. Conclusion

In the absence of proof beyond a reasonable doubt of a clear and unambiguous order directing the conduct of the parties, the Court dismisses the STO's motion to find the Syndicat guilty of contempt of Court.

JUDGMENT

THIS COURT'S JUDGMENT is that:

1. The motion is dismissed;

2. With costs.

"Martine St-Louis"
Judge

APPENDIX

[TRANSLATION]

"Long-term disability income replacement program administration agreement"

WHEREAS the Syndicat uni du transport (local 591) city drivers and maintenance staff has already purchased long-term disability insurance for its members from "SSQ-Life – Insurance company contract number 79 707."

WHEREAS the Syndicat uni du transport (local 591) city drivers and maintenance staff and the Société de transport de l'Outaouais agree that the Société de transport de l'Outaouais is responsible for administering the long-term disability income replacement program.

The Société de transport de l'Outaouais shall perform the following tasks:

1. Advise the insurance company of any change affecting the union members who are covered or their salaries for the purposes of long-term disability insurance.

2. If required, provide the necessary information and forms in a timely manner to the disabled union members so they may begin to receive, within the time limit set by the plan, the employment insurance benefits beginning at the start of the time provided for in the plan, if applicable.

3. Provide the insurance company and union members with all of the necessary information and claims for benefits so that the payment of long-term disability benefits can begin within the appropriate time frame set out in the plan.

4. Follow up on claim files, if necessary.

5. Bill the Syndicat on a monthly basis for group insurance premiums (other than those for long-term disability), union dues and contributions to a pension fund otherwise paid by union members when they receive employment insurance benefits.

The Syndicat uni du transport (local 591) city drivers and maintenance staff shall notify and authorize the insurer to send all documents regarding claims and billing directly to the Société de transport de l'Outaouais OSH and social benefits adviser and finance branch.

EXEMPTION CLAUSE:

It is agreed that the Société de transport de l'Outaouais shall not be liable for any loss, damage or other inconveniences suffered by the Syndicat uni du transport (local 591) city drivers and maintenance staff and/or its members for administering the long-term disability income replacement program.

The Syndicat uni du transport (local 591) city drivers and maintenance staff and the Société de transport de l'Outaouais agree that the Société de transport de l'Outaouais is responsible for administering the long-term disability income replacement program.

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET:	T-969-16
STYLE OF CAUSE:	SOCIÉTÉ DE TRANSPORT DE L'OUTAOUAIS v SYNDICAT UNI DU TRANSPORT (LOCAL 591)
PLACE OF HEARING:	OTTAWA, ONTARIO
DATE OF HEARING:	JANUARY 24, 2017
JUDGMENT AND REASONS:	ST-LOUIS J.
DATED:	JUNE 16, 2017

APPEARANCES:

François Simard and Judith Séguin	FOR THE APPLICANT
Maryse Lepage	FOR THE RESPONDENT

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