Federal Court of Appeal

Cour d'appel fédérale

Date: 20110919

Docket: A-320-10

Citation: 2011 FCA 257

CORAM: BLAIS C.J.
EVANS J.A.
DAWSON J.A.

BETWEEN:

ATTORNEY GENERAL OF CANADA

Applicant

and

PUBLIC SERVICE ALLIANCE OF CANADA

Respondent

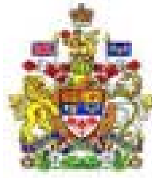
Heard at Ottawa, Ontario, on September 7, 2011.

Judgment delivered at Ottawa, Ontario, on September 19, 2011.

REASONS FOR JUDGMENT BY: EVANS J.A.

CONCURRED IN BY: BLAIS C.J.
DAWSON J.A.

Federal Court of Appeal



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REASONS FOR JUDGMENT

EVANS J.A.

Introduction

[1] Employees in the federal public service whom the employer regards as necessary to enable it to deliver essential services to the public are prohibited from striking until an essential services agreement (ESA) is in place.

[2] An ESA identifies the essential service in which the employees are engaged, sets the level at which the service will be delivered in the event of a strike, and defines the numbers, types and specific positions needed to deliver it at the designated level.

[3] With one exception, the components of the ESA can be agreed upon by the parties and, if agreement is not possible, the Public Service Labour Relations Board (Board) will determine the disputed item. The exception is the level of service. This is an “exclusive right” of the Employer and can be neither the subject of bargaining nor determined by the Board.

[4] Employees occupying positions needed to enable the employer to deliver an essential service may not strike. The statutory ESA scheme is administered by the Board and is designed to produce an appropriate balance between the right of employees to strike and the right of the public to receive essential services.

[5] The question raised in this case is whether the Board has authority to review the employer’s determination of the level of service to be provided by employees if there is a strike, even though this is an “exclusive right” of the employer, and the Board is prohibited from requiring the employer to change it.

[6] The Attorney General of Canada representing the Treasury Board (Employer) has made an application for judicial review to set aside a decision of the Board (Board), dated August 19, 2010 (2010 PSLRB 88). In that decision, the Board held that it has jurisdiction under section 36 of the *Public Service Labour Relations Act*, S.C. 2003, c. 22 (Act) to determine if the Employer abused its discretion in setting the level of the essential services to be provided during a strike by a particular group of public service employees.

[7] The issue arose from a request under paragraph 40(1)(*h*) of the Act by the employees' bargaining agent, the Public Service Alliance of Canada (PSAC), that the Employer disclose documentation relating to the bases and decision-making process of the Employer's decision that essential services would be provided at the level of 100%. This request for disclosure was made following applications to the Board under subsection 123(1) of the Act to determine the items of an ESA on which the parties were unable to reach agreement.

[8] In the decision under review – one of several rendered by the Board in the course of the protracted disputes between the parties over the content of an ESA – the Board held that section 120 of the Act did not confer on the Employer a legally absolute right to set the level of service, and that section 36 of the Act enabled the Board to determine whether the Employer's exercise of its right under section 120 constituted an abuse of discretion. Sections 36 and 120 provide as follows.

36. The Board administers this Act and it may exercise the powers and perform the functions that are conferred or imposed on it by this Act, or as are incidental to the attainment of the objects of this Act, including the making of orders requiring compliance with this Act, regulations made under it or decisions made in respect of a matter coming before the Board.	36. La commission met en oeuvre la présente loi et exerce les pouvoirs et fonctions que celle-ci lui confère ou qu'implique la réalisation de ses objets, notamment en rendant des ordonnances qui exigent l'observation de la présente loi, des règlements pris sous le régime de celle-ci ou des décisions quelle rend sur les questions qui lui sont soumises.
120. The employer has the exclusive right to determine the level at which an essential service is to be provided to the public, … including the extent to which and the frequency with which the service is to be provided. Nothing in this Division is to be construed as limiting that right.	120. L'employeur a le droit exclusif de fixer le niveau auquel un service essentiel doit être fourni à tout ou partie du public, notamment dans quelle mesure et selon quelle fréquence il doit être fourni. Aucune disposition de la présente section ne peut être interprétée de façon à porter atteinte à ce droit.

The provisions of the Act relevant to this application for judicial review are set out in Appendix "A" to these reasons.

[9] In my opinion, the Board's decision is reasonable, and there is no basis on which the Court may interfere with it.

Background

[10] The employees in question work as PM-01 Citizen Service Officers (CSOs) at Service Canada Centres. Among other things, they provide advice and assistance to members of the public claiming benefits under federal income security programs (Employment Insurance, Canada Pension Plan, and Old Age Security/Guaranteed Income Supplement).

[11] Until an ESA is in place, employees are prohibited from striking if they belong to a bargaining unit in respect of which a notice has been served under section 122 of the Act that the employer considers that they occupy positions necessary for the employer to provide essential services: paragraph 196(*f*). Such a notice was served with respect to the CSOs at the Service Canada Centres.

[12] The first step in the process of concluding an ESA is to identify what services are essential. The parties could not agree on this and PSAC made an application to the Board for a determination of the issue. In that proceeding, the Employer took the position that every aspect of the programs on which the CSOs were employed constituted essential services. However, in a decision dated

April 28, 2009 (2009 PSLRB 55), the Board rejected this argument and identified the aspects of the CSOs' work that it determined related to the Employer's delivery of essential services. The Board directed the Employer to determine the level at which those services were to be provided in the event of a strike.

[13] In a letter dated June 22, 2009, the Employer advised PSAC that it had determined that the CSOs spent 77% of their working time on the delivery of essential services, which would be provided at 100% during a strike. In a letter of September 29, 2009, PSAC asked the Board to convene a case management conference to address issues in dispute between the parties following the Employer's determination of the level of service. The Board arranged a hearing to identify the types, numbers and specific PM-01 CSO positions at the Service Canada Centres needed to enable the Employer to provide, at the level that it had determined, the services that the Board had identified as essential.

[14] In a letter of February 16, 2010, PSAC queried the figure of 77% because the Employer had provided evidence that only about 72% of CSOs' work involved the delivery of essential services. PSAC requested an explanation of this difference, as well as documentation relating to the Employer's decision to set the level of service at 100%, and the process by which the decision was made.

[15] The Employer refused the request, stating that it was under no obligation to provide information about setting the level of service, because section 120 confers on the Employer an

exclusive right to determine the level in the public interest and the Board has no jurisdiction to review its exercise. At the case management conference, PSAC provided the Board with a copy of its request for the disclosure.

[16] After considering the positions taken by the parties, the Board decided to use the scheduled hearing to consider submissions from the parties on two questions. First, was the information requested by PSAC arguably relevant to a decision that the Board had jurisdiction to make? Second, does the Board have jurisdiction to consider if the Employer complied with the Act when it determined the level at which the essential services would be provided to the public in the event of a strike by members of the bargaining unit?

[17] Having heard the parties' representations on these questions, the Board requested further written submissions on an additional question: does section 36 of the Act enable the Board to inquire into the manner in which the Employer had exercised its "exclusive right" under section 120 to determine the level of essential services to be provided?

Decision of the Board

[18] In its written submissions to the Board, the Employer argued that section 120 conferred an exclusive right on it to set the level of service, and that subsections 123(4) and 127(4) expressly prohibit the Board from changing the level of service as determined by the Employer. Consequently, it said, since the Employer's right was exclusive, its exercise was beyond the scrutiny

of the Board. Accordingly, because the Board could not review the Employer's decision respecting the level of service, it could not order the Employer to disclose documents related to it.

[19] However, it appears that in oral argument the Employer retreated somewhat from this position. Thus, the Board noted in its reasons (para. 132):

> As the applicant [PSAC] pointed out in rebuttal, the respondent [Employer] did not specifically dispute that the exercise of discretion under section 120 of the Act must be used for a proper purpose or that a discretion exercised in bad faith is a nullity.

Despite this ambiguity in the Employer's position, the Board set out as follows the issues that it had to decide (para. 133):

> In the end, the respondent's position rests principally upon the wording of section 120 of the Act. Either I accept the respondent's basic argument that the wording of section 120 is so plain and unambiguous as to admit no possibility that the respondent's exercise of discretion using its "exclusive right" may be reviewed or I find that administrative principles designed to prevent the abuse of discretion must apply, to some extent at least, regardless of the wording of section 120. If such principles apply, some authority must be able to review the respondent's decision if an issue of compliance with those principles arises.

[20] The Board held that, although "exclusive", the Employer's right to determine the level at which an essential service would be provided is not absolute. The statutory language was insufficient to rebut the presumption that Parliament does not intend to delegate legally unlimited powers that affect the rights and interests of individuals. The Board further held that Parliament could not be taken to have authorized the Employer to exercise its "exclusive right" in breach of the administrative law principles developed by the courts for reviewing the legality of the exercise of statutory discretion by a public body or official, including the rules against fettering and acting for a purpose not authorized by the Act.

[21] As for the source of its authority to review, the Board found (para. 145) that subsection 123(3) of the Act did not enable it to review the Employer's exercise of discretion under section 120, because subsection 123(3) only applied to items of an ESA that were capable of being resolved consensually by the parties. The level of service is not such an item because its determination is an exclusive right of the Employer.

[22] However, the Board held that section 36 gave it jurisdiction to review the Employer's decision for abuse of discretion, as a function "incidental to the attainment of the objects of this Act". The Board reasoned as follows (para. 159):

> … based on the Board's own prior findings, administering the ESA regime in accordance with the objects of the Act requires preserving the balance between the public interest of receiving essential services and the right of employees to strike. Abuse by the employer of its discretion under section 120 could compromise that balance by undercutting the integrity of a determination that is vital to the ESA negotiation process. The result could redound to the detriment of effective labour-management relations that, according to the preamble of the Act, "… improve the ability of the public service to serve and protect the public interest …"

[23] The Board further supported its interpretation of section 36 by noting that, if it did not have the authority to review the Employer's exercise of discretion, a bargaining agent wishing to challenge its legality would have to make an application for judicial review. It concluded (para. 166) that strong policy reasons supported the Board's resolving at first instance disputes over the Employer's exercise of discretion. These include the avoidance of undue delays in the determination of disputes, and the Board's superior expertise in understanding the interplay between the "level of service" and the other components of an ESA (such as the number and types of position required to

provide the essential service at the determined level) that are within the Board's jurisdiction to decide if the parties cannot agree.

[24] The Board did not attempt to describe the precise scope of its power to review section 120 decisions for abuse of discretion. However, while it referred to several of the grounds on which courts may impugn the exercise of discretion, the Board also indicated that its intervention was likely to be rare. Moreover, even if it found that the Employer had abused its discretion under section 120, the Board could only remit the matter to the Employer to re-determine in accordance with the Act, because subsections 123(4) and 127(4) prohibited it from requiring the Employer to change the level of service determined by the Employer: see paras. 134-37, and 167.

[25] In the decision under review, the Board declined to rule on the merits of PSAC's disclosure request without first affording the parties an opportunity to reach an agreement on whether the documents requested by PSAC were arguably relevant to the propriety of the Employer's exercise of its right under section 120. However, when they were unable to reach an agreement, they returned to the Board to make submissions on disclosure.

[26] In a decision dated August 9, 2011 (2011 PSLRB 102), the Board ordered the Employer to disclose specified categories of documents, even though PSAC had not alleged a specific abuse of discretion by the Employer to which the documents sought were arguably relevant. This decision, including, in particular, the Board's interpretation of the decision under review in the present

proceeding, is not the subject of the present application for judicial review, and nothing in these reasons is intended to address the issues that it raises.

Issues and Analysis

(i) *standard of review*

[27] The principal question in dispute in this application for judicial review is the interpretation of section 120 of the Act. While conceding that the Board's interpretation of its enabling statute is normally entitled to judicial deference, counsel for the Employer argued that the Board's decision is reviewable on a standard of correctness because whether the Board may review the level of service set by the Employer in the exercise of its "exclusive right" is a jurisdictional issue.

[28] I do not agree. True, in *Dunsmuir v. New Brunswick*, 2008 SCC 9, [2008] 1 S.C.R. 190 at para. 59 (*Dunsmuir*), the Supreme Court of Canada left open the possibility that a specialist tribunal must correctly interpret a provision of its enabling statute that raises a "true question of jurisdiction or *vires*" because it requires the tribunal to "explicitly determine whether its statutory grant of power gives it authority to decide a particular matter". However, in the same paragraph the Court also stated that few provisions of a tribunal's enabling statute should be regarded as "jurisdictional" in this sense. See also *Nolan v. Kerry (Canada) Inc.,* 2009 SCC 39, [2009] 2 S.C.R. 678 at para. 34.

[29] Since *Dunsmuir* was decided, this Court has consistently reviewed on a standard of reasonableness the interpretation by labour boards and adjudicators of provisions of their enabling legislation, and has declined to characterize them as jurisdictional: see, for example, *Public Service*

Alliance of Canada v. Canadian Federal Pilots Association, 2009 FCA 223, [2010] 3 F.C.R. 219; *Canada (Attorney General) v. Professional Institute of the Public Service of Canada*, 2011 FCA 20, 414 N.R. 256; *Amos v. Canada (Attorney General)*, 2011 FCA 38, 417 N.R. 74; *Public Service Alliance of Canada v. Senate of Canada*, 2011 FCA 214.

[30] More recently, the Supreme Court of Canada appears to have delivered the *coup de grâce* to the notion of an abstract category of *a priori* "jurisdictional" provisions in a specialist adjudicative tribunal's enabling statute, the interpretation of which is subject to correctness review. In *Smith v. Alliance Pipeline Ltd.*, 2011 SCC 7, [2011] 1 S.C.R. 160 at para. 36 (*Smith*), the Court rejected the argument that the meaning of "costs" in an enabling statute was a jurisdictional question, because the tribunal had "the authority to make the inquiry", that is, to interpret the word "costs".

[31] Since all adjudicative administrative tribunals, including the Board, are presumed to have authority to interpret their own legislation, they have "the authority to make the inquiry" as to the meaning of its provisions. Hence, it follows from *Smith* that the interpretation of a provision in such a tribunal's enabling statute cannot be subject to review for correctness because the provision is "jurisdictional" in the *Dunsmuir* sense.

[32] I do not agree with the submission of counsel for the Employer that it is material to the standard of review that the Board characterized as "jurisdictional" the question of whether it could review for abuse of discretion the Employer's exercise of its right to set the level of essential services.

[33] None of this to say, of course, that a specialist adjudicative tribunal's interpretation of every provision of its "home" statute attracts judicial deference. *Dunsmuir* identified two specific exceptions to the general rule that tribunals' interpretation of their enabling legislation is reviewable only for unreasonableness. First, a tribunal must correctly decide questions of general law that raise issues of central importance to the legal system as a whole and are outside the tribunal's specialized area of expertise (paras. 55 and 60). Second, judicial deference does not apply to a tribunal's interpretation of a statutory provision demarcating the jurisdiction of two administrative tribunals (para. 61). In addition, it is implicit in the Supreme Court's previous jurisprudence, considered in *R. v. Conway*, 2010 SCC 22, [2010] 1 S.C.R. 765 at paras. 49-77, that a reviewing court must determine on the correctness standard whether a tribunal's enabling statute empowers it to decide constitutional challenges to the validity of its legislation.

[34] These exceptions do not apply to the present case. Since it is not disputed that the Board has the authority to interpret the relevant provisions of the Act, the Court may only intervene if satisfied that the Act cannot reasonably be interpreted to permit the Board to decide if the Employer abused its discretion under section 120 by exercising it in breach of an administrative law principle.

[35] That reasonableness is the applicable standard of review in the present case is further strengthened by the following three considerations: first, the strong preclusive clause in section 51 of the Act; second, the considerable judicial deference historically afforded to labour boards in the performance of their functions because of their extensive expertise in labour relations and the importance of minimising delays in the resolution of labour disputes; and, third, the relevance of the

Board's labour relations expertise to the interpretation of the statutory provisions governing ESAs which require it to balance the right of employees to strike and the public's right to receive essential services.

(ii) ***was the Board's decision unreasonable?***

[36] The Employer argued in its memorandum of fact and law that the Board had no jurisdiction to review the exercise of the Employer's determination of the level of essential services to be provided in the event of a strike. However, as appears to have happened at the Board hearing, the Employer conceded in oral argument before the Court that the power under section 120 was not absolute and could not lawfully be exercised in bad faith or otherwise contrary to the Act. I understood counsel also to agree that, if the Employer's discretion is not absolute, section 36 enables the Board to review its exercise in the context of a section 123 application to determine disputed components of an ESA.

[37] I have not found it easy to identify the precise basis on which the Employer is now attacking the Board's decision. However, according to counsel, the Employer is concerned by the Board's failure to define with sufficient specificity which of the principles of administrative law apply to the Board's review of the exercise by the Employer of its right to set the level at which essential services would be provided. Counsel suggested that the duty of procedural fairness, for example, was inapplicable.

[38] As was pointed out from the Bench during the hearing, however, it would be inappropriate for the Court to attempt to provide a comprehensive definition of the scope of the Board's power to review the Employer's exercise of discretion under section 120 for abuse of discretion, particularly since PSAC has not alleged a breach of any specific administrative law principle in the Employer's setting the level of service at 100%. The applicability of any of these principles, including the duty of fairness, to a section 120 determination is to be worked out by the Board on a case by case basis, subject to judicial review in this Court.

[39] As is apparent from the following (para. 139), the Board was alert to the importance of context in determining the scope of its power to review.

> If the Board has the authority to review the respondent's actions under section 120 of the Act … it will have to consider the specific circumstances surrounding an allegation that discretion has been abused and will have to define in more concrete terms how to exercise its review authority in those circumstances. Issues such as the burden of proof and the standard of proof would be among the important matters to be decided. In my view, a review would be an unusual and exceptional occurrence. There should be no expectation that employer determinations under section 120 are to be routinely subject to scrutiny by a reviewing authority.

[40] In my opinion, it cannot be said that the Board's decision was unreasonable because, in a case in which no allegation of abuse had yet been made, it did not define precisely the scope of its power to review decisions made under section 120.

[41] In view of counsel's concessions, it is not necessary to say more about the decision under review in the present application. Nonetheless, I want to make it clear that in my view the Board's reasons are thoughtful and thorough, and provide no basis for impugning the reasonableness of its

decision that it has statutory authority to review the Employer's decision of the level of service for abuse of discretion.

Conclusions

[42] For these reasons, I would dismiss the Attorney General's application for judicial review with costs.

"John M. Evans"
J.A.

"I agree
Pierre Blais C.J."

"I agree
Eleanor R. Dawson J.A."

APPENDIX "A"

Public Service Labour Relations Act, S.C. 2003, c. 22	*Loi sur les relations de travail dans la fonction publique* L.C. 2003, ch. 22
36. The Board administers this Act and it may exercise the powers and perform the functions that are conferred or imposed on it by this Act, or as are incidental to the attainment of the objects of this Act, including the making of orders requiring compliance with this Act, regulations made under it or decisions made in respect of a matter coming before the Board.	36. La Commission met en œuvre la présente loi et exerce les pouvoirs et fonctions que celle-ci lui confère ou qu'implique la réalisation de ses objets, notamment en rendant des ordonnances qui exigent l'observation de la présente loi, des règlements pris sous le régime de celle-ci ou des décisions qu'elle rend sur les questions qui lui sont soumises.
40.(1) The Board has, in relation to any matter before it, the power to	40.(1) Dans le cadre de toute affaire dont elle est saisie, la Commission peut :
…	[…]
(h) compel, at any stage of a proceeding, any person to produce the documents and things that may be relevant;	*h)* obliger, en tout état de cause, toute personne à produire les documents ou pièces qui peuvent être liés à toute question dont elle est saisie;
…	[…]
51.(1) Subject to this Part, every order or decision of the Board is final and may not be questioned or reviewed in any court, except in accordance with the *Federal Courts Act* on the grounds referred to in paragraph 18.1(4)*(a)*, *(b)* or *(e)* of the Act.	51.(1) Sous réserve des autres dispositions de la présente partie, les ordonnances et les décisions de la Commission sont définitives et ne sont susceptibles de contestation ou de révision par voie judiciaire qu'en conformité avec la *Loi sur les Cours fédérales* et pour les motifs visés aux alinéas 18.1(4)*a), b)* ou *e)* de cette loi.
	[…]
…	(3) Sauf exception prévue au paragraphe (1), l'action – décision, ordonnance ou

(3) Except as permitted by subsection (1), no order, decision or proceeding of the Board made or carried on under or purporting to be made or carried on under this Part may, on any ground, including the ground that the order, decision or proceeding is beyond the jurisdiction of the Board to make or carry on or that, in the course of any proceeding, the Board for any reason exceeded or lost its jurisdiction,

(a) be questioned, reviewed, prohibited or restrained; or

(b) be made the subject of any proceedings in or any process of any court, whether by way of injunction, *certiorari*, prohibition, *quo warranto* or otherwise.

procédure – de la Commission, dans la mesure où elle est censée s'exercer dans le cadre de la présente partie, ne peut, pour quelque motif, notamment celui de l'excès de pouvoir ou de l'incompétence à une étape quelconque de la procédure :

a) être contestée, révisée, empêchée ou limitée;

b) faire l'objet d'un recours judiciaire, notamment par voie d'injonction, de *certiorari*, de prohibition ou de *quo warranto*.

120. The employer has the exclusive right to determine the level at which an essential service is to be provided to the public, or a segment of the public, at any time, including the extent to which and the frequency with which the service is to be provided. Nothing in this Division is to be construed as limiting that right.

120. L'employeur a le droit exclusif de fixer le niveau auquel un service essentiel doit être fourni à tout ou partie du public, notamment dans quelle mesure et selon quelle fréquence il doit être fourni. Aucune disposition de la présente section ne peut être interprétée de façon à porter atteinte à ce droit.

123.(1) If the employer and the bargaining agent are unable to enter into an essential services agreement, either of them may apply to the Board to determine any unresolved matter that may be included in an essential services agreement. The application may be made at any time but not later than

(a) 15 days after the day a request for conciliation is made by either party; or

123.(1) S'ils ne parviennent pas à conclure une entente sur les services essentiels, l'employeur ou l'agent négociateur peuvent demander à la Commission de statuer sur toute question qu'ils n'ont pas réglée et qui peut figurer dans une telle entente. La demande est présentée au plus tard :

a) soit quinze jours après la date de présentation de la demande de conciliation;

b) soit quinze jours après la date à

(b) 15 days after the day the parties are notified by the Chairperson under subsection 163(2) of his or her intention to recommend the establishment of a public interest commission.

(2) The Board may delay dealing with the application until it is satisfied that the employer and the bargaining agent have made every reasonable effort to enter into an essential services agreement.

(3) After considering the application, the Board may determine any matter that the employer and the bargaining agent have not agreed on that may be included in an essential services agreement and make an order

(a) deeming the matter determined by it to be part of an essential services agreement between the employer and the bargaining agent; and

(b) deeming that the employer and the bargaining agent have entered into an essential services agreement.

(4) The order may not require the employer to change the level at which an essential service is to be provided to the public, or a segment of the public, at any time, including the extent to which and the frequency with which the service is to be provided.

127.(4) The order may not require the employer to change the level at which an

laquelle les parties sont avisées par le président de son intention de recommander l'établissement d'une commission de l'intérêt public en application du paragraphe 163(2).

(2) La Commission peut attendre, avant de donner suite à la demande, d'être convaincue que l'employeur et l'argent négociateur ont fait tous les efforts raisonnables pour conclure une entente sur les services essentiels.

(3) Saisie de la demande, la Commission peut statuer sur toute question en litige pouvant figurer dans l'entente et, par ordonnance, prévoir que :

a) sa décision est réputée faire partie de l'entente;

b) les parties sont réputées avoir conclu une entente sur les services essentiels.

(4) L'ordonnance ne peut obliger l'employeur à modifier le niveau auquel un service essentiel doit être fourni à tout ou partie du public, notamment dans quelle mesure et selon quelle fréquence il doit être fourni.

127.(4) L'ordonnance ne peut obliger l'employeur à modifier le niveau auquel un service essentiel doit être fourni à tout ou partie du public, notamment dans

essential service is to be provided to the public, or a segment of the public, at any time, including the extent to which and the frequency with which the service is to be provided.

196. No employee shall participate in a strike if the employee

…

f) is included in a bargaining unit for which the process for resolution of a dispute is conciliation and in respect of which a notice to enter into an essential services agreement has been given under section 122 by the employer or the bargaining agent for the bargaining unit, and no essential services agreement is in force in respect of the bargaining unit;

quelle mesure et selon quelle fréquence il doit être fourni.

196. Il est interdit au fonctionnaire de participer à une grève :

[…]

f) s'il appartient à une unité de négociation pour laquelle le mode de règlement des différends est le renvoi à la conciliation, que l'employeur ou l'agent négociateur de l'unité de négociation a donné l'avis au titre de l'article 122 en vue de la conclusion d'une entente sur les services essentiels et qu'aucune entente de ce genre n'est en vigueur à l'égard de cette unité de négociation;

FEDERAL COURT OF APPEAL

NAMES OF COUNSEL AND SOLICITORS OF RECORD

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DATED:	September 19, 2011

APPEARANCES:

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