File Number: 34948

IN THE SUPREME COURT OF CANADA
(ON APPEAL FROM COURT OF APPEAL OF ONTARIO)

B E T W E E N:

MOUNTED POLICE ASSOCIATION OF ONTARIO / ASSOCIATION DE LA POLICE MONTÉE DE L'ONTARIO AND B.C. MOUNTED POLICE PROFESSIONAL ASSOCIATION ON THEIR OWN BEHALF AND ON BEHALF OF ALL MEMBERS AND EMPLOYEES OF THE ROYAL CANADIAN MOUNTED POLICE

Appellants

- and -

ATTORNEY GENERAL OF CANADA

Respondent

- and -

ATTORNEY GENERAL OF ONTARIO, ATTORNEY GENERAL OF BRITISH COLUMBIA, ATTORNEY GENERAL OF ALBERTA, ATTORNEY GENERAL OF SASKATCHEWAN, ASSOCIATION DE MEMBRES DE LA POLICE MONTÉE DU QUEBEC, MOUNTED POLICE MEMBERS' LEGAL FUND, CONFÉDÉRATION DES SYNDICATS NATIONAUX CANADIAN POLICE ASSOCIATION, CANADIAN LABOUR CONGRESS, CANADIAN CIVIL LIBERTIES ASSOCIATION, PUBLIC SERVICE ALLIANCE OF CANADA, and BRITISH COLUMBIA CIVIL LIBERTIES ASSOCIATION

Interveners

FACTUM OF THE INTERVENER, PUBLIC SERVICE ALLIANCE OF CANADA

(Pursuant to Rules 37 and 42 of the *Rules of the Supreme Court of Canada*)

RAVEN, CAMERON, BALLANTYNE & YAZBECK LLP
1600 - 220 Laurier Ave West
Ottawa, ON KIP 5Z9

Andrew Raven
Andrew Astritis
Morgan Rowe

T: 613-567-2901
F: 613-567-2921
E: araven@ravenlaw.com
E: aastritis@ravenlaw.com
E: mrowe@ravenlaw.com

Counsel for the Intervener,
Public Service Alliance of Canada

ORIGINAL TO:
THE REGISTRAR
Supreme Court of Canada
301 Wellington Street
Ottawa, ON K1A 0J1

COPIES TO:

LAURA YOUNG LAW OFFICES
65 Queen Street West
Suite 1000
Toronto, ON M5H 2M5
Per: Laura C. Young
Tele: (416) 361-0094
Fax: (416) 850-5134
Counsel for Appellants

SACK GOLDBLATT MITCHELL LLP
500 - 30 Metcalfe Street
Ottawa, ON K1P 5L4
Per: Raija Pulkkinen
Tel: (613) 235-5327
Fax: (613) 235-3041
E-mail: rpulkkinen@sgmlaw.com
Agent for Appellants

ATTORNEY GENERAL OF CANADA
130 King Street West
Suite 3400, Box 36
Toronto, ON M5X 1K6
Per: Peter Southey
Per: Donnaree Nygard
Per: Kathryn Hucal
Tel: (416) 973-2240
Fax: (416) 973-0810
E-mail: peter.southey@justice.gc.ca
Counsel for the Respondent
Attorney General of Canada

ATTORNEY GENERAL OF CANADA
Bank of Canada Building - East Tower
234 Wellington Street, Room 1212
Ottawa, ON K1A 0H8
Per: Christopher M. Rupar
Tel: (613) 941-2351
Fax: (613) 954-1920
E-mail: christopher.rupar@justice.gc.ca
Agent for the Respondent
Attorney General of Canada

ALBERTA JUSTICE AND SOLICITOR GENERAL
9833 - 109 Street
Bowker Building, 4th Floor
Edmonton, AB T5K 2E8
Per: Roderick Wiltshire
Tel: (780) 422-7145
Fax: (780) 425-0307
E-mail: roderick.wiltshire@gov.ab.ca
Counsel for Intervener
Attorney General of Alberta

GOWLING LAFLEUR HENDERSON LLP
2600 - 160 Elgin Street
P.O. Box 466, Stn "D"
Ottawa, ON, K1P 1C3
Per: Henry S. Brown, Q.C.
Tel: (613) 233-1781
Fax: (613) 788-3433
E-mail: henry.brown@gowlings.com
Agent for the Intervener
Attorney General of Alberta

ATTORNEY GENERAL FOR SASKATCHEWAN
820-1874 Scarth Street
Regina, SK S4P 4B3
Per: Graeme G. Mitchell, Q.C.
Per: Katherine M. Roy
Tel: (306) 787-8385
Fax: (306) 787-9111
E-mail: graeme.mitchell@gov.sk.ca
Counsel for Intervener
Attorney General of Saskatchewan

GOWLING LAFLEUR HENDERSON LLP
2600 - 160 Elgin Street
P.O. Box 466, Stn "D"
Ottawa, ON, K1P 1C3
Per: Henry S. Brown, Q.C.
Tel: (613) 233-1781
Fax: (613) 788-3433
E-mail: henry.brown@gowlings.com
Agent for the Intervener
Attorney General of Saskatchewan

ATTORNEY GENERAL OF ONTARIO
720 Bay Street - 4th Floor
Toronto, ON M5G 2K1
Per: Robin K. Basu
Per; Michael Dunn
Tel: (416) 326-4476
Fax: (416) 326-4015
E-mail: robin.basu@jus.gov.on.ca
Counsel for Intervener
Attorney General of Ontario

BURKE-ROBERTSON
441 MacLaren Street, Suite 200
Ottawa, ON, K2P 2H3
Per: Robert E. Houston, Q.C.
Tel: (613) 236-9665
Fax: (613) 235-4430
E-mail: rhouston@burkerobertson.com
Agent for the Intervener
Attorney General of Ontario

ATTORNEY GENERAL OF BRITISH COLUMBIA
1001 Douglas Street, 6th Floor
Victoria, BC V8W 9J7
Per: Jonathan G. Penner
Tel: (250) 952-0122
Fax: (250) 356-9154
E-mail: jonathan.penner@gov.bc.ca
Counsel for Intervener
Attorney General of British Columbia

BURKE-ROBERTSON
441 MacLaren Street, Suite 200
Ottawa, ON, K2P 2H3
Per: Robert E. Houston, Q.C.
Tel: (613) 236-9665
Fax: (613) 235-4430
E-mail: rhouston@burkerobertson.com
Agent for the Intervener
Attorney General of British Columbia

SACK GOLDBLATT MITCHELL LLP
20 Dundas St West
Suite 1100
Toronto, ON M5G 2G8
Per: Steven Barrett
Tel: (416) 979-6422
Fax: (416) 591-7333
E-mail: stevenbarrett@sgmlaw.com
Counsel for Intervener
Canadian Labour Congress

SACK GOLDBLATT MITCHELL LLP
500 - 30 Metcalfe St.
Ottawa, ON K1P 5L4
Per: Colleen Bauman
Tel: (613) 235-5327
Fax: (613) 235-3041
E-mail: cbauman@sgmlaw.com
Agent for the Intervener
Canadian Labour Congress

BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130, Station 1st Canadian Place
Toronto, ON M5X 1A4
Per: Ranjan K. Agarwal
Per; Ashley Paterson
Tel: (416) 863-1200
Fax: (416) 863-1716
E-mail: agarwalr@bennettjones.com
Counsel for Intervener
Canadian Civil Liberties Association

BENNETT JONES LLP
1900 - 45 O'Connor Street
World Exchange Plaza
Ottawa, ON K1P 1A4
Per: Sheridan Scott
Tel: (613) 683-2302
Fax: (613) 683-2323
E-mail: scotts@bennettjones.com
Agent for the Intervener
Canadian Civil Liberties Association

MOORE, EDGAR, LYSTER
195 Alexander St.
3rd Floor
Vancouver, BC V6A 1N8
Per: Lindsay M. Lyster
Per: Jessica L. Derynck
Tel: (604) 689-4457
Fax: (604) 689-4467
E-mail: lindsaylyster@unionlawyers.com
Counsel for Intervener
British Columbia Civil Liberties Association

SUPREME LAW GROUP
900 - 275 Slater Street
Ottawa, ON K1P 5H9
Per: Moira Dillon
Tel: (613) 691-1224
Fax: (613) 691-1338
E-mail: mdillon@supremelawgroup.ca
Agent for the Intervener
British Columbia Civil Liberties Association

Mtre JAMES R.K. DUGGAN
625, boul. René-Lévesque Ouest
bureau 805
Montréal, QC H3B 1R2
Per: James R.K. Duggan
Tel: (514) 879-1459
Fax: (514) 879-5648
E-mail: jduggan@jdugganavocat.ca
Counsel for the Intervener
Association des membres de la police montée du Québec

SUPREME ADVOCACY LLP
397 Gladstone Aveneu Suite 100
Ottawa, ON K2P 0Y9
Per:Mtre Marie-France Major
Tel: (613) 695-695-8855
Fax: (613) 695-8550
E-mail: mfmajor@supremeadvocacy.ca
Agent for the Intervener
Association des membres de la police montée du Québec

HEENAN BLAIKIE LLP
Bay Adelaide Centre
2900 - 333 Bay Street, PO Box 2900
Toronto, ON M5H 2T4
Per: John D.R. Craig
Per: Christopher D. Pigott
Tel: (416) 360-3527
Fax: (416) 360-8425
E-mail: jcraig@heenan.ca
Counsel for the Intervener
Mounted Police Members' Legal Fund

HEENAN BLAIKIE LLP
55 Metcalfe street, Suite 300
Ottawa, ON K1P 6L5
Per: Judith Parisien
Tel: (613) 236-4673
Fax: (866) 224-5596
E-mail: jparisien@heenan.ca
Agent for the Intervener
Mounted Police Members' Legal Fund

LAROCHE MARTIN
2100 boulevard de Maisonneuve Est
Bureau 501
Montréal, QC H2K 4S1
Per: Benoit Laurin
Tel: (514) 529-4901
Fax: (514) 529-4932
E-mail: benoit.laurin@csn.qc.ca
Counsel for the Intervener
Confédération des syndicats nationaux

NOËL & ASSOCIÉS
111, rue Champlain
Gatineau, QC J8X 3R1
Per: Pierre Landry
Tel: (819) 771-7393
Fax: (819) 771-5397
E-mail: p.landry@noelassocies.com
Agent for the Intervener
Confédération des syndicats nationaux

PALIARE, ROLAND, ROSENBERG, ROTHSTEIN, LLP
155 Wellington Street West
35th Floor
Toronto, ON M5V 3H1
Per: Ian J. Roland
Tel: (416) 646-4319
Fax: (416) 646-4320
E-mail: ian.roland@paliareroland.com
Counsel for the Intervener
Canadian Police Association

GOWLING LAFLEUR HENDERSON LLP
2600 - 160 Elgin St
Box 466 Station D
Ottawa, ON K1P 1C3
Per: Brian A. Crane, Q.C.
Tel: (613) 233-1781
Fax: (613) 563-9869
E-mail: brian.crane@gowlings.com
Agent for the Intervener
Canadian Police Association

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FACTUM OF THE INTERVENER, PUBLIC SERVICE ALLIANCE OF CANADA

(Pursuant to Rules 37 and 42 of the *Rules of the Supreme Court of Canada*)

PART I – OVERVIEW AND STATEMENT OF FACTS

A. Overview

1. This is an appeal brought by the Mounted Police Association of Ontario and the British Columbia Mounted Police Professional Association (the "Appellants") seeking a declaration that section 96 of the *Royal Canadian Mounted Police Regulations* (the "*Regulations*") and paragraph 2(1)(d) of the *Public Service Labour Relations Act* ("*PSLRA*") unjustifiably infringe on the rights of RCMP members to freedom of association under subsection 2(d) of the *Canadian Charter of Rights and Freedoms* (the "*Charter*"). The Public Service Alliance of Canada ("PSAC") makes the following submissions as an Intervener in this appeal, pursuant to the July 25, 2013 Order of Justice Lebel.

> *Royal Canadian Mounted Police Regulations, 1988*, SOR/88-361, s 96; *Public Service Labour Relations Act*, SC 2003, c 22, s 2, s 2(1)(d); *Canadian Charter of Rights and Freedoms*, Part 1 of the *Constitution Act*, 1982, being Schedule B to the *Canada Act 1982* (UK), 1982, c 11, s 2(d)

2. PSAC agrees with the Appellants' position that the RCMP Staff Relations Representative Program ("SRRP") violates the freedom of association. PSAC argues that the Ontario Court of Appeal erred in concluding that recognizing the right of employees to choose an associational representative would render all majoritarian/exclusive labour relations schemes unconstitutional. PSAC further maintains that the right to collectively bargain requires that workers remain free to be represented by independent, worker-controlled associations. Finally, with respect to the statutory exclusions from the *PSLRA*, PSAC submits that the right to collectively bargain can include the right of employees covered by the *PSLRA* to associate with excluded employees.

B. Background

3. The Appellants are private associations, independently organized, that wish to bargain collectively on behalf of RCMP officers who are their members ("RCMP members"). The Appellants argue that they have been prevented from doing so by the exclusion in paragraph 2(1)(d) of the *PSLRA* and the substitution of a separate labour relations scheme under the *Regulations*. In place of the *PSLRA*, section 96 of

the *Regulations* creates the SRRP, which is tasked with representing RCMP members in discussions with management on employment issues. The applications judge found, and the Court of Appeal agreed, that the SRRP is part of the RCMP hierarchy and, as such, is not independent of the employer. The RCMP refuses to bargain with independent unions or associations.

> Reasons for the Decision of the Applications Judge ["Applications Judge"] at paras 4-5, 13-18, 62; Reasons for the Decision of the Ontario Court of Appeal, dated June 1, 2012 at para 128 ["Appeal Reasons"]

4. The Appellants argue that these provisions infringe on the subsection 2(d) *Charter* rights of RCMP members as they deny them the right to be represented by an independent association of their choice. According to the Appellants, the *Charter* entitles RCMP members to choose their associational representative rather than have one imposed upon them. Furthermore, the Appellants argue that the RCMP members' associational representative must be independent from the employer's hierarchy to ensure that representations are meaningful and truly reflect the voice of the employees.

> Factum of the Appellants, dated May 13, 2013, at paras 52-67

5. The applications judge accepted the Appellants' arguments and found the imposition of the SRRP to be unconstitutional. The Ontario Court of Appeal overturned this decision, concluding that the provisions in question were Charter compliant. In doing so, the Court of Appeal noted that the Appellants' arguments regarding the lack of employee choice under the SRRP regime would have the effect of rendering all majoritarian/exclusive bargaining regimes unconstitutional. The Court of Appeal further concluded that the fact that the SRRP was not independent of the employer was irrelevant as it did not make it "effectively impossible" for workers to act collectively to pursue workplace goals.

> Applications Judge at 77; Appeal Reasons at paras 115-118, 128

PART II – QUESTIONS IN ISSUE

6. PSAC supports the Appellants' position that the imposition of the SRRP on RCMP members, and their exclusion from the *PSLRA*, violate the freedom of association.

PART III – STATEMENT OF ARGUMENT

A. Employee choice is consistent with majoritarian/exclusivity

7. PSAC agrees with the Appellants' position that the freedom of association includes the right of employees to freely choose their associational representative. The Court of Appeal concluded, however, that recognizing such a right would render all majoritarian/exclusive labour relation regimes unconstitutional, since recognition of a single majoritarian/exclusive bargaining agent would run contrary to the requirement to also recognize the chosen associational representatives of any subgroups of employees. In reaching this conclusion, the Court failed to properly account for the democratic processes provided for in majoritarian/exclusive regimes.

> Factum of the Appellants, dated May 13, 2013, at paras 59-67; Appeal Reasons at paras 116-117

8. Wagner-model labour relations schemes, which provide for majoritarian/exclusive bargaining agents, plainly give effect to employee choice in a manner that satisfies subsection 2(d) of the *Charter*. This Court has emphasized two processes in this regard. First, employees participate in collective decision-making regarding the selection of an associational representative through the certification process. Where employees are dissatisfied with the representation provided by a particular associational representative, they have the freedom to decertify and, if they so choose, select a new associational representative. Second, employees who do not agree with the choice made by the majority of their co-workers have the freedom not to join that association.

> *Lavigne v Ontario Public Service Employees Union*, [1991] 2 SCR 211 at 260-261, 325; see *PSLRA*, ss 64, 94

9. This process provides a method of collective decision-making analogous to the "first-past-the-post" system used to determine a constituency's representative in Canadian legislatures. In both instances all members of a constituency can participate fully in choosing the representative, but the decision of the majority carries the day. There is no suggestion that this process of political decision-making

is invalid or unconstitutional because it proceeds on a majoritarian basis, rather than by giving effect to the individual choices of smaller sub-groups of voters.

10. This Court has previously recognized the similarities in these two democratic processes. In *Lavigne v Ontario Public Service Employees Union,* Justice LaForest recognized unions as "democratically run bodies" that engage in "majoritarian decision-making." Justices Wilson and L'Heureux-Dubé, writing in dissent, noted the similarities between the choice exercised by employees in the unionized context and that exercised by voters in a democracy:

> The appellant sought to distinguish this situation on the footing that citizens subject to taxation agree to be bound by such a system when they choose to be "members" of a community governed by democratically elected representatives. To my mind, there is no distinction in principle between our overall system of government and the role of taxation within it and the mini-democracy of the workplace. Under our labour relations regime all members of the bargaining unit have an equal opportunity to participate in choosing who is to represent them and to join the ranks of the union or not as they see fit. Further, as in our system of representative democracy, members of a bargaining unit may also decide to oust their bargaining agent if dissatisfied with its performance.
>
> *Lavigne, supra* at 260-261, 325

11. More recently, this Court in *Health Services and Support – Facilities Subsector Bargaining Assn v British Columbia* identified the democratic underpinnings of collective bargaining as one of the reasons for its inclusion within the ambit of freedom of association. The Court recognized that collective bargaining provides employees with a voice in the workplace in a manner that is comparable to political democracies.

> *Health Services and Support – Facilities Subsector Bargaining Assn v British Columbia*, 2007 SCC 27 at para 85; *Dunmore v Ontario (Attorney General)*, 2001 SCC 94 at para 57; *R v Advance Cutting & Coring,* 2001 SCC 70 at para 257

12. Accordingly, this Court may accept the Appellants' argument regarding the fundamental necessity of employee choice without also finding that such an argument would render Wagner-model labour relations schemes unconstitutional. The Court of Appeal's conclusion fails to recognize that the collective selection of a majoritarian representative is an appropriate manifestation of the values protected by freedom of association, including the promotion of social interaction, discussion, debate, and consensus-building among employees. In the words of Justice

Bastarache in *Dunmore*, this method of employee choice encourages individuals to "form a constituency and distil their views into a single platform." In light of the above, Courts should defer to Parliament's decision to determine employee choice on a majoritarian basis.

> Appeal Reasons at paras 116-118; *Dunmore, supra* at paras 16-17; *Reference re Public Service Employee Relations Act (Alta)*, [1987] 1 SCR 313 ["*Alberta Reference*"] at paras 365-366, 395-397; *Advance Cutting & Coring, supra* at paras 27, 170

13. That is not to say, however, that legislative choices in structuring a collective bargaining regime do not warrant review. For instance, if a legislatively-imposed bargaining unit structure substantially interferes with employees' ability to effectively exercise their right to bargain collectively, such a system will violate the freedom of association. The same would be true if a bargaining agent identified by statute no longer had the support of bargaining unit members.[1]

> *Dunmore, supra* at para 57; *Advance Cutting & Coring, supra* at para 257

14. Moreover, although not directly at issue in this appeal, PSAC submits that there is no principled reason why groups of employees in workplaces that are not unionized under a statutory Wagner regime would not maintain a constitutional right to make collective representations to their employer, to have those representations considered in good faith, and to engage in a process of meaningful discussion. This would recognize the constitutional rights of all employees to a process of collective bargaining while respecting Parliament's decision to impose a particular statutory regime where the majority of employees choose to unionize.

> See the following authorities cited by the AGO: R.J. Adams, "Bewilderment and Beyond: A Comment on the *Fraser* Case" (2011) 17 CLELJ 313 AGO Book of Authorities, Tab 29 at 325-326; D. Doorey, "Graduated Freedom of Association: Worker Voice Beyond the Wagner Model" (2013) 38 Queen's LJ 511, AGO Book of Authorities, Tab 19 at 528, 530, 536

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[1] In the case of teachers unions in Ontario, the statute merely recognized the associations already formed by teachers, without undermining their independence: See Leon Paroian, "Review of the School Boards'/Teachers' Collective Negotiation Process in Ontario" (Toronto: Ontario Ministry of Education, 1996) at 3.

B. Parliament can depart from majoritarian/exclusivity but cannot remove independent associations from collective bargaining

15. The Ontario Court of Appeal erred in concluding that it was irrelevant that the SRRP lacked independence from the employer. PSAC maintains that, regardless of the labour relations system adopted, the freedom of association inherently requires that employees have the opportunity to be represented by independent, employee-controlled organizations. The arguments to the contrary cannot be sustained.

> *Health Services, supra* at para 85; *Lavigne, supra* at 260-261, 325; *Delisle v Canada (Deputy Attorney General)*, [1999] 2 SCR 989 at para 37; see also *Advance Cutting & Coring, supra* at para 27 per Bastarache J., and para 207 more generally

16. First, the Respondent erroneously claims that recognizing the right of employees to be represented by an independent association in collective bargaining would make majoritarian/exclusivity an essential part of the section 2(d) protection. To the contrary, it would simply affirm that the Wagner model is one of the labour relations options that satisfy this requirement of the freedom of association.[2]

17. In this regard, the description of the various labour relations regimes set out by the Attorney General of Ontario sheds no light on the issues in this case. While these examples highlight a range of approaches legislatures may take in configuring a system of industrial relations, not one involves a system that requires employees to be exclusively represented by an organization that lacks independence from the employer. Even New Zealand's labour relations regime, which allows employees to choose to be part of non-independent associations, does not require employees to belong to such associations. Indeed, all employees in that system have the right to be represented by the independent union of their choice. This system bears no resemblance to the SRRP model imposed on RCMP members.

> M. Harcourt, "How Minority Unionism Works in New Zealand" (Paper, delivered at the University of Saskatchewan Faculty of Law Conference on Freedom of Association, February 2010) AGO Book of Authorities, Tab 22 at 3-4, 8; M. Harcourt and P. Haynes, "Accommodating Minority Unionism: Does the New Zealand Experience Provide Options for Canadian Law Reform?" (2011) 16 CLELJ 51 AGO Book of Authorities, Tab 26 at 59-60, 62-63, 75

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[2] Indeed, it is not surprising that a statutory labour relations regime would include certain basic protections that are constitutionally required in any scheme.

18. Nor do the academic articles referenced by the Attorney General of Ontario call for a system of labour relations that requires representation through non-independent associations. Professor David Doorey emphasizes that he does not advocate replacing the Wagner model, but instead suggests providing employees with the added option of a thin model of association.[3] Likewise, Professor Roy Adams argues that employees under a Wagner model maintain a constitutional right to form minority unions when there is no certified bargaining agent. Their proposals give no hint that they would tolerate, let alone endorse, a system that required employees to be represented by associations that lack independence from the employer.

Doorey, *supra* at 514-515, 537; Adams, *supra* at 326

19. Second, while the Respondent recognizes this Court's jurisprudence regarding the need for independent employee associations, it wrongly asserts that such independence is unnecessary in a more collaborative process. The right to bargain collectively flows from the freedom of association. This Court has described collective bargaining as "employees banding together" and asserting their "right to unite" or "associate to achieve collective goals". This emphasis on the central role played by workers themselves in associating confirms that the right to collectively bargain centres on the relationship between employers and independent associations of workers, regardless of the type of process imposed.

Health Services, supra, at para 89; Appeal Reasons at para 82; see *Delisle, supra* at para 37; *Ontario (Attorney General) v Fraser*, 2011 SCC 20 at paras 346-347, per Abella J., regarding the need for union independence

20. Third, contrary to the Attorney General of Ontario's submissions, imposing an obligation to represent members in good faith, while necessary in collective bargaining, is not sufficient to insulate a regime of non-independent associations from *Charter* scrutiny. Otherwise, employees could be forced to endure a system in which the employer itself appoints employee representatives, so long as these representatives are required to represent all employees in a good faith manner.

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[3] In fact, Professor Doorey proceeds from the assumption that associational representatives must be independent: Doorey at 524, 529.

Such an approach runs counter to the democratic foundations that this Court has repeatedly confirmed underlie the freedom of association.

> *Health Services, supra* at para 85; *Lavigne, supra* at 260-261, 325; *Alberta Reference, supra* at paras 396-397

21. Indeed, associational independence is itself necessary, regardless of whether employee representatives are elected and obliged to act in good faith. The jurisprudence on institutional independence highlights that the structural independence of an administrative decision-maker is a distinct issue from whether or not there is a reasonable apprehension of bias involving an individual tribunal member. This distinction applies equally in the present case.

> D. Brown and J.M. Evans, Judicial Review of Administrative Action in Canada, looseleaf (Toronto: CanvasBack, 2013) at 11:4100; *R v Valente*, [1985] 2 SCR 673 at 685, 687-689

22. Fourth, it is incorrect to assert that Government employees are somehow excluded from the right to an independent association simply because they can bring a *Charter* challenge to defend themselves against *Charter* violations. The Respondent's position on this issue effectively stems from the Court of Appeal's misapprehension of this Court's statements regarding the "derivative" nature of the right to bargain collectively. In *Fraser*, this Court explained that "the right of an employees' association to make representations to the employer and have its views considered in good faith is a derivative right under s. 2(d) of the *Charter*, necessary to meaningful exercise of the right to free association". This Court used the term "derivative" to mean that the right to collectively bargain flowed necessarily from the freedom of association, not that it was contingent on showing that it was effectively impossible for workers to achieve workplace goals without it.

> Appeal Reasons at para 111; *Fraser, supra* at para 99

23. Accordingly, all employees must have the <u>same</u> constitutional right to collectively bargain. While advancing a positive rights claim to legislative protection requires employees to demonstrate that it is "effectively impossible" to bargain collectively without such protection, the sought-after legislative scheme would simply serve to protect the pre-existing and fundamental right to bargain

collectively. As this Court stated in no uncertain terms:

> In our view, the majority decision in *Health Services* should be interpreted as holding what it repeatedly states: that workers have a constitutional right to make collective representations and to have their collective representations considered in good faith.
>
> *Fraser, supra* at para 51 [emphasis added]

24. Whatever limited participation may be provided for by the SRRP, it can hardly be characterized as sufficient to satisfy the freedom of association, given that the organization imposed on employees lacks independence from the employer. In *Fraser,* Justice Abella reiterated the concerns expressed by Bora Laskin regarding the pernicious role company-dominated unions have played in Canadian labour history. A return to such a period cannot be constitutionally justified. The very suggestion that the right to collectively bargain in a free and democratic society could be satisfied by an organization imposed on employees that lacks independence from the employer is deeply troubling.

> *Fraser, supra* at para 346-347; *Delisle, supra* at para 37

C. The right to collectively bargain can include the right of employees covered by the *PSLRA* to associate with excluded employees

25. PSAC agrees with the Appellants' position that the decision of this Court in *Delisle*, which upheld the exclusion of RCMP members under the predecessor to the *PSLRA*, should be revisited in light of the more recent recognition of the right to collective bargaining. PSAC adds the following comments regarding the broader public service context.

> Factum of the Appellants, dated May 13, 2013, at paras 102-114; *Delisle, supra* at para 33; *Health Services, supra* at paras 20, 41; *Fraser*, *supra* at paras 33, 46

26. In assessing the constitutionality of the *PSLRA* exclusions, consideration must be given to their potential impact on the *Charter* rights of employees within the *PSLRA* regime. In many federal public service workplaces, employees covered by the *PSLRA* work alongside and sometimes perform identical duties under the same conditions as employees excluded by subsection 2(1).[4] This could lead to statutory

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[4] This would be the case for casual and student employees, who are excluded based on their status rather than the nature of the work they perform.

exclusions arbitrarily dividing a group of employees in a manner that substantially interferes with their ability to meaningfully bargain with their employer.

PSLRA, s 2(1)

27. The above elements of the freedom of association do not appear to be engaged by the present appeal, where RCMP members are, as a group, excluded from the *Act*. As such, PSAC acknowledges that the present case does not provide an appropriate circumstance for this Court to issue a broad ruling on the constitutionality of these exclusions. It respectfully submits, however, that the Court must be mindful of these different circumstances when analyzing the constitutionality of the exclusion of RCMP members from the *PSLRA*.

PART IV – SUBMISSIONS ON COSTS

28. PSAC does not seek costs and requests that no costs be ordered against it.

PART V – PERMISSION TO PRESENT ORAL ARGUMENT

29. The Intervener, PSAC, respectfully requests permission to present 10 minutes of oral argument with respect to the above submissions.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

Dated at Ottawa, this 19th day of September, 2013.

Per: _____
Andrew Raven/Andrew Astritis/Morgan Rowe

Solicitors for the Intervener,
Public Service Alliance of Canada

PART VI – LIST OF AUTHORITIES

Para No.:

Statutes

Cases

Texts

PART VII – STATUTES

CONSTITUTION ACT, 1982	LOI CONSTITUTIONNELLE DE 1982
PART I **CANADIAN CHARTER OF RIGHTS AND FREEDOMS**	**PARTIE I** **CHARTE CANADIENNE DES DROITS ET LIBERTÉS**
...	...
Fundamental Freedoms	**Libertés fondamentales**
Fundamental freedoms	**Libertés fondamentales**
2. Everyone has the following fundamental freedoms:	2. Chacun a les libertés fondamentales suivantes :
...	...
• (*d*) freedom of association	• *d*) liberté d'association

Public Service Labour Relations Act SC 2003, c 22, s 2	Loi sur les relations de travail dans la function publique LC 2003, ch 22, art 2
2. (1) The following definitions apply in this Act.	**2.** (1) Les définitions qui suivent s'appliquent à la présente loi.
...	...
"employee" « fonctionnaire »	« fonctionnaire » "employee"
"employee", except in Part 2, means a person employed in the public service, other than	« fonctionnaire » Sauf à la partie 2, personne 1unction dans la 1unction publique, à l'exclusion de toute personne :
• (a) a person appointed by the Governor in Council under an Act of Parliament to a statutory position described in that Act; • (b) a person locally engaged outside Canada; • (c) a person not ordinarily required to work more than one third of the normal period for persons doing similar work; • (d) a person who is a member or special constable of the Royal Canadian Mounted Police or who is employed by that force under terms and conditions substantially the same as those of one of its members; • (e) a person employed in the	• a) nommée par le gouverneur en conseil, en vertu d'une loi fédérale, à un poste prévu par cette loi; • b) recrutée sur place à l'étranger; • c) qui n'est pas ordinairement astreinte à travailler plus du tiers du temps normalement exigé des personnes exécutant des tâches semblables; • d) qui est membre ou gendarme auxiliaire de la Gendarmerie royale du Canada, ou y est employée sensiblement aux mêmes conditions que ses membres; • e) employée par le Service canadien du renseignement de sécurité et n'exerçant pas des fonctions de

Canadian Security Intelligence Service who does not perform duties of a clerical or secretarial nature; • (f) a person employed on a casual basis; • (g) a person employed on a term basis, unless the term of employment is for a period of three months or more or the person has been so employed for a period of three months or more; • (h) a person employed by the Board; • (i) a person who occupies a managerial or confidential position; or • (j) a person who is employed under a program designated by the employer as a student employment program.	commis ou de secrétaire; • f) employée à titre occasionnel; • g) employée pour une durée déterminée de moins de trois mois ou ayant travaillé à ce titre pendant moins de trois mois; • h) employée par la Commission; • i) occupant un poste de direction ou de confiance; • j) employée dans le cadre d'un programme désigné par l'employeur comme un programme d'embauche des étudiants.
...	...
Certification	**Accréditation**
Conditions for certification	**Conditions préalables à l'accréditation**
64. (1) After having determined the unit appropriate for collective bargaining, the Board must certify the applicant employee organization as the bargaining agent for the bargaining unit if it is satisfied • (a) that a majority of employees in that bargaining unit wish the applicant employee organization to represent them as their bargaining agent; • (b) that the persons representing the employee organization in the making of the application have been duly authorized to make the application; and • (c) if the applicant is a council of employee organizations, that each of the employee organizations forming the council has vested appropriate authority in the council to enable it to discharge the duties and responsibilities of a bargaining agent.	**64.** (1) La Commission, après avoir défini l'unité habile à négocier collectivement, doit accréditer comme agent négociateur de l'unité de négociation l'organisation syndicale sollicitant l'accréditation si elle est convaincue, à la fois : • a) que la majorité des fonctionnaires de l'unité de négociation souhaitent que l'organisation syndicale les représente à titre d'agent négociateur; • b) que les personnes représentant l'organisation syndicale dans la procédure de demande ont été dûment autorisées à déposer celle-ci; • c) dans le cas de la demande présentée par un regroupement d'organisations syndicales, que chacune des organisations syndicales formant le regroupement a donné à celui-ci l'autorité suffisante pour lui permettre de remplir ses fonctions d'agent négociateur.
Where previous application denied within six months	**Refus d'accréditation dans les six mois qui suivent le rejet d'une demande antérieure**
(2) If an application for certification of an	(2) Lorsque la Commission a refusé la demande d'accréditation d'une organisation

employee organization as the bargaining agent for a proposed bargaining unit has been denied by the Board, the Board may not consider a new application for certification from that employee organization in respect of the same or substantially the same proposed bargaining unit until at least six months have elapsed from the day on which the employee organization was last denied certification, unless the Board is satisfied that the previous application was denied by reason only of a technical error or omission made in connection with the application.	syndicale, elle ne peut prendre en considération aucune nouvelle demande d'accréditation de la part de celle-ci à l'égard de la même unité, ou d'une unité essentiellement similaire, sauf si au moins six mois se sont écoulés depuis la date de ce refus ou si elle est convaincue que ce refus a résulté d'une omission ou d'une erreur de procédure au cours de la demande.
Membership in council of employee organizations (3) For the purpose of paragraph (1)(a), membership in any employee organization that forms part of a council of employee organizations is deemed to be membership in the council.	**Adhésion à un regroupement d'organisations syndicales** (3) Pour l'application de l'alinéa (1)*a*), l'adhésion à une organisation syndicale membre d'un regroupement d'organisations syndicales vaut adhésion au regroupement.
...	...
Revocation of Certification	**Révocation de l'accréditation**
When employee organization no longer represents employees **94.** (1) Any person claiming to represent a majority of the employees in a bargaining unit bound by a collective agreement or an arbitral award may apply to the Board for a declaration that the employee organization that is certified as the bargaining agent for the bargaining unit no longer represents a majority of the employees in the bargaining unit.	**Non-représentativité de l'organisation syndicale** **94.** (1) Quiconque affirme représenter la majorité des fonctionnaires d'une unité de négociation régie par une convention collective ou une décision arbitrale encore en vigueur peut demander à la Commission de déclarer non représentative l'organisation syndicale accréditée pour cette unité.
When application may be made (2) The application may be made only during the period in which an application for certification of an employee organization may be made under section 55 in respect of employees in the bargaining unit.	**Dates de présentation de la demande** (2) La demande ne peut être présentée qu'au cours de la période pendant laquelle il est permis, aux termes de l'article 55, de solliciter l'accréditation à l'égard des fonctionnaires de l'unité de négociation.

Royal Canadian Mounted Police Regulations, 1988 SOR/88-361	Règlement de la Gendarmerie royale due Canada (1988) DORS/88-361
Division Staff Relations Representative Program	**Programme de représentants divisionnaires des relations fonctionnelles**
96. (1) The Force shall have a Division Staff Relations Representative Program to provide for representation of the interests of all members with respect to staff relations matters.	**96.** (1) La Gendarmerie établit un programme de représentants divisionnaires des relations fonctionnelles qui a pour objet d'assurer la représentation des membres en matière de relations fonctionnelles.
(2) The Division Staff Relations Representative Program shall be carried out by the division staff relations representatives of the members of the divisions and zones who elect them.	(2) Le programme de représentants divisionnaires des relations fonctionnelles est mis en application par les représentants divisionnaires des relations fonctionnelles qu'élisent les membres des divisions et des secteurs.
(3) [Repealed, SOR/98-262, s. 6]	(3) [Abrogé, DORS/98-262, art. 6]