Court File No. C50475

COURT OF APPEAL FOR 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

Applicants (Respondents in Appeal,
Appellant in Cross Appeal)

- and -

THE ATTORNEY GENERAL OF CANADA

Respondent (Appellant in Appeal,
Respondents in Cross Appeal)

FACTUM OF THE INTERVENOR,
THE MOUNTED POLICE MEMBERS' LEGAL FUND / FONDS DE RECOURS JURIDIQUE DES MEMBRES DE LA GENDARMERIE

Heenan Blaikie LLP
Bay Adelaide Centre
333 Bay Street, Suite 2900
P.O. Box 2900
Toronto, ON M5H 2T4

Brad Elberg LSUC#: 46854O
Tel.: (416) 360-2618
Email: belberg@heenan.ca

Kelly Henriques LSUC#: 57436H
Tel.: (416) 643-6959
Email: khenriques@heenan.ca

Fax: (416) 360-8425

Lawyers for the Intervenor,
The Mounted Police Members' Legal Fund /
Fonds de Recours Juridique des Membres de la
Gendarmerie

TO: **Attorney General of Canada**
Department of Justice
Ontario Regional Office
The Exchange Tower
130 King Street West, Suite 3400, Box 36
Toronto, ON M5X 1K6

Kathryn Hucal LSUC# 35909T
Tel.: (416) 954-0625
Fax: (416) 952-0298
Email: khucal@justice.gc.a

Lawyers for the Respondent
(Appellant on Appeal, Respondent on the Cross Appeal),
The Attorney General of Canada

AND TO: **Doane & Young LLP**
700 - 36 Lombard Street
Toronto, ON M5C 2X3

Laura C. Young LSUC#: 39337V
Email: laura.young@dylaw.ca

Martin J. Doane LSUC#: 31819C
Email: martin.doane@dylaw.ca

Tel.: (416) 366-4298
Fax: (416) 361-0130

Lawyers for the Applicants
(Respondents on Appeal, Appellants on the Cross Appeal),
The Mounted Police Association of Ontario *et al*.

AND TO: **Paliare Roland Rosenberg Rothstein LLP**
250 University Avenue, Suite 501
Toronto, ON M5H 3E5

Ian Roland LSUC#: 14512K
Tel.: (416) 646-4319
Fax: (416) 646-4301
Email: ian.roland@paliareroland.com

Lawyers for the Intervenor,
Canadian Police Association

AND TO: **James R. K. Duggan**
625 Réné-Lévesque Boulevard West, Suite 805
Montréal, Québec H3B 1R2

Tel.: (514) 879-1459
Fax: (514) 879-5648
Email: jduggan@jdugganavocat.ca

Lawyers for the Intervenor,
Association des Membres de la Police Montée du Québec Inc.

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FACTUM OF THE INTERVENOR,
THE MOUNTED POLICE MEMBERS' LEGAL FUND /
FONDS DE RECOURS JURIDIQUE DES MEMBRES DE LA GENDARMERIE

PART I - OVERVIEW

A. Introduction

1. The intervener, The Mounted Police Members' Legal Fund / Fonds de Recours Juridique des Membres de la Gendarmerie (the "Legal Fund") submits that s. 2(d) of the *Charter*[1] does not dictate a specific model of collective bargaining, such as the American *Wagner Act* model. Section 2(d) must be interpreted to set constitutional minimums, not a union's vision of the ideal.

2. In this appeal, this Court will further define what minimum associational requirements s. 2(d) of the *Charter* mandates. Its reasons for judgment may be applied to many, diverse contexts, including sensitive contexts such as this one, and others like the military. Several questions come into sharp focus. Do particular contexts, such as the paramilitary context of the Royal Canadian Mounted Police ("RCMP"), require that s. 2(d)'s minimum standards be defined in a manner that permits Parliament to establish labour relations systems that are different from the adversarial ones in the traditional, industrial private sector? Must there be a process of full, adversarial negotiation of all labour relations issues, akin to the process in *Wagner Act* regimes, in all contexts? Is the particular labour relations system here – one that allows for associational activity such as meetings, the formulation of employee positions, and the direct communication of these collective positions to management – acceptable in the RCMP's context? Is the Staff Relations Representative Program ("SRRP"), which can be

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[1] *Canadian Charter of Rights and Freedoms*, Part 1 of the *Constitution Act, 1982*, being Schedule B to the *Constitution Act 1982* (U.K.) c. 11 (the "*Charter*").

modified from time to time as circumstances and employee sentiment dictate, sufficiently respectful of s. 2(d) freedoms? Are legislative provisions invalid if they impose terms of employment that are not a product of full, adversarial negotiation and agreement?

3. If the submissions of the Mounted Police Association of Ontario and the B.C. Mounted Police Professional Association ("the Associations") concerning the scope of s. 2(d) are accepted, it will end the RCMP's existing system of labour relations, a system agreed to by RCMP members and in which management is mandated to deal with, and respond to the collective views of democratically elected representatives. It will also invalidate Parliament's decision to exempt RCMP members from the "normal" public sector labour relations system[2] and force RCMP members into a particular form of association, a public service union, whether Parliament, or those RCMP members, want it or not.

B. The Legal Fund and these submissions

4. The Legal Fund is a not-for-profit corporation under the *Canada Corporations Act*[3] that assists RCMP members by acting to advance their dignity and welfare, including matters arising under RCMP policies and directives. It is funded exclusively by the dues of its members, entirely self-governed, independent and autonomous, with independent, democratically elected directors and officers who are all members of the Legal Fund. The Legal Fund's officers and directors work alongside RCMP members in the workplace, hear their concerns, and, where appropriate, assist them. In carrying out these functions, the Legal Fund plays a role that is complimentary to and supportive of the SRRP.

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[2] *Public Service Labour Relations Act*, S.C. 2003, c. 22, (the "*PSLRA*") s. 2(1).
[3] *Canada Corporations Act*, R.S. 1970, c. C-32.

C. The Legal Fund's positions concerning the appeal and the cross appeal

5. The Legal Fund respectfully submits that the Attorney General of Canada's appeal should be allowed. The Court below erred in finding that s. 96 of the *Royal Canadian Mounted Police Regulations, 1988*, SOR/88-361 ("*Regulations*") violates s. 2(d) of the *Charter* because:

- there is nothing in s. 96 of the *Regulations* that interferes with RCMP members' right to engage in a process of collective action; and

- the SRRP satisfies the constitutional requirements of s. 2(d) of the *Charter* – RCMP members can exercise their right to associate in a process of collective action by using the SRRP to voice their concerns to and engage in discussions with RCMP management in an attempt to achieve common workplace goals.[4]

6. The Legal Fund also respectfully submits that the Associations' cross appeal should be dismissed. The Court below properly found that there was no factual foundation to consider whether s. 41 of the *Regulations* (the "No Criticism" provision) violates RCMP members' rights under s. 2(b) of the *Charter*.[5] The Court below also properly found that the exclusion of RCMP members from the *PSLRA*[6] does not violate s. 2(d) of the *Charter* because:

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[4] *Health Services and Support – Facilities Subsector Bargaining Assn. v. British Columbia*, [2007] 2 S.C.R. 391 ("*Health Services*") at para. 19

[5] *Mounted Police Association of Ontario et al. v. The Attorney General of Canada* (2009), 96 O.R. (3d) 20 (S.C.J.) at paras. 104-108 ("*MPAO*").

[6] *PSLRA*, *supra* note 2 at s. 2(1)(d) (the "*PSLRA*").

- the *PSLRA* exclusion does not deny RCMP members the freedom to associate, but rather, it prevents them from being brought under a federal labour relations scheme that Parliament found to be inappropriate for them;[7]

- the *PSLRA* is not the only vehicle through which RCMP members can engage in associational activity;[8] and

- the *PSLRA* exclusion does not prevent RCMP members from establishing independent employee associations.[9]

PART II - THE FACTS

7. The Legal Fund accepts as correct the factual submissions set out in paragraphs 8 to 40 of the Attorney General of Canada's appeal factum.

PART III - ISSUES AND THE LAW

8. The issues in this appeal and cross appeal are:

(a) whether s. 96 of the *Regulations* violates the rights of RCMP members' under s. 2(d) of the *Charter* and, if so, whether that violation is justified under s. 1;

(b) whether Parliament's decision to exempt RCMP members from the *PSLRA* violates the rights of RCMP members' under s. 2(d) of the *Charter* and, if so, whether that violation is justified under s. 1; and

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[7] *Delisle v. Canada (Deputy Attorney General)*, [1999] 2 S.C.R. 989 ("*Delisle*") at paras. 20 and 28.
[8] *Delisle, ibid.* at paras. 39 to 41.
[9] *Delisle, ibid.* at para. 31.

(c) whether the "No Criticism" provision violates the rights of RCMP members under s. 2(b) of the *Charter* and, if so, whether that violation is justified under s. 1.

A. Section 96 of the *Regulations* does not violate the rights of RCMP members' under s. 2(d) of the *Charter*

9. Section 96 of the *Regulations* establishes the SRRP, which the Associations claim violates s. 2(d) of the *Charter*. That claim relies on a misunderstanding of what the Supreme Court of Canada actually decided in *Health Services and Support – Facilities Bargaining Assn. v. British Columbia*, [2007] 2 S.C.R. 391. To properly understand that decision and determine whether s. 96 of the *Regulations* violates s. 2(d), an examination of the Supreme Court's decisions in *Delisle*, *Dunmore*, *Health Services*, this Court's decision in *Fraser* and the lower court's decision in this case is required.

1. *Delisle v. Canada (Deputy Attorney General)*, [1999] 2 S.C.R. 989

10. In *Delisle*, Gaetan Delisle argued that Parliament's decision to exempt RCMP members from the labour relations legislation for federal sector employees violated the RCMP members' rights under s. 2(d) of the *Charter*.[10] A majority of the Supreme Court rejected his argument, finding instead that Parliament's decision to exclude RCMP members from the labour relations legislation at issue – trade union representation and all it entails – did "not violate the [RCMP member's] freedom of association."[11] That majority recognized that "the exclusion of a group of workers from a specific statutory regime does not preclude the establishment of a parallel, independent employee association, and thus does not violate s. 2(d) of the *Charter*" and that there is no "violation of s. 2(d) merely because one group of

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[10] *Delisle, ibid.* at para. 47.
[11] *Delisle, ibid.* at paras. 20 and 22.

workers is included in the regime while another is not."[12] The majority made it clear that in "the labour relations context, the government must be able to choose the employee organizations with which it will negotiate."[13]

2. *Dunmore v. Ontario (Attorney General)*, [2001] 3 S.C.R. 1016

11. In *Delisle*, the majority left it open for s. 2(d) of the *Charter* to, in exceptional circumstances, "impose a positive obligation of protection or inclusion on Parliament."[14] In *Dunmore*, a majority of the Supreme Court found that such circumstances existed.

12. Agricultural workers had always been excluded from Ontario's statutory labour relations regime. In 1994, the Ontario legislature enacted the *Agricultural Labour Relations Act, 1994* ("*ALRA*"), which extended trade union and collective bargaining rights to those workers. In 1995, the *ALRA* was repealed, excluding agricultural workers from Ontario's labour relations regime. In *Dunmore*, certain agricultural workers challenged the repeal of the *ALRA* and their exclusion from Ontario's labour relations regime on the basis that it infringed their rights under s. 2(d) of the *Charter*. A majority of the Supreme Court agreed, finding that the repeal and the exclusion violated s. 2(d) because of the agricultural workers' exceptional circumstances: their political impotence, lack of resources to associate without state protection, vulnerability, poor pay, difficult working conditions, low levels of skill and education and limited employment mobility.[15]

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[12] *Delisle, ibid.* at para. 28.
[13] *Delisle, ibid.* at para. 29.
[14] *Delisle, ibid.* at para. 33.
[15] *Dunmore v. Ontario (Attorney General),* [2001] 3 S.C.R. 1016 ("*Dunmore*") at paras. 41 and 70

13. The majority distinguished the circumstances of agricultural workers and RCMP members. They observed that RCMP members "had the strength to form employee associations in several provinces despite their exclusion from the PSSRA," were "strong enough to look after [their] interests without collective bargaining legislation" and could "access the *Charter* directly to suppress an unfair labour practice."[16]

3. *Health Services and Support – Facilities Bargaining Assn. v. British Columbia,* [2007] 2 S.C.R. 391

14. The British Columbia legislature enacted the *Health and Social Services Delivery Improvement Act* ("*HSSDA*") without any meaningful consultation with the unions it affected. The *HSSDA* changed the terms of existing collective agreements concerning, among other things, contracting out and the status of contracted out employees. It also voided any part of a collective agreement, past or future, that purported to modify those changes. The unions argued that the *HSSDA* infringed s. 2(d).

15. A majority of the Supreme Court agreed. The *HSSDA* violated the union members' s. 2(d) rights because it changed the contracting out terms of the existing collective agreements *and* prevented the unions from engaging the government in discussions about contracting out in the future.[17] Put another way, the violation arose because the *HSSDA* invalidated provisions of existing collective agreements concerning fundamental workplace issues *and* precluded meaningful collective bargaining in the future on those issues.

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[16] *Dunmore, ibid.* at para. 41.
[17] *Health Services and Support – Facilities Bargaining Assn. v. British Columbia, supra* note 4 at paras. 120-21 and 128.

16. The majority made it clear that s. 2(d) did not dictate a specific model of collective bargaining. It held that "labour unions" may "engage, in association, in collective bargaining on fundamental workplace issues." In this context, "collective bargaining" does "not cover all aspects of 'collective bargaining', as that term is understood in the statutory labour relations regimes that are in place across the country," nor "does it ensure a particular outcome in a labour dispute, or guarantee access to any particular statutory regime." Instead, "[w]hat is protected is simply the right of employees to associate in a process of collective action to achieve workplace goals."[18]

17. The misunderstanding that the Associations' s. 2(d) claim relies on arises from the majority's discussion of the *HSSDA* at paragraphs 87 to 109. That discussion descended into a specific context: the meaning of "collective bargaining" where "Parliament and provincial legislatures" have "adopt[ed] labour laws" (see para. 87, the topic paragraph for this discussion). Here we see a discussion about what collective bargaining means in the *Wagner Act* model. As a result, the word "union" permeates the analysis: (see paras. 90, 91, 92, 93, 95, 96, 97, 99, 109). To suggest that this discussion constitutionalized unions, full-blown negotiations on all subject-matters in all labour relations contexts or statutory protections for collective action in all labour relations contexts is to misunderstand *Health Services*.

4. *Fraser v. Ontario (Attorney General)* (2008), 92 O.R. (3d) 481 (C.A.)

18. After *Dunmore*, the Ontario legislature enacted the *Agricultural Employees Protection Act, 2002* ("*AEPA*"), which excluded agricultural workers from the Ontario's labour relations

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[18] *Health Services*, *ibid*. at para. 19.

regime, but provided them with certain protections. In *Fraser*, certain agricultural workers argued that the *AEPA* infringed their rights under s. 2(d) of the *Charter*.

19. This Court agreed. It held that the *AEPA* infringed agricultural workers' rights under s. 2(d) of the *Charter* because the workers are vulnerable and the lack of protections in the *AEPA* (*i.e.* a statutory duty to bargain in good faith, a statutory requirement that employee representatives be selected based on the principles of majoritarianism and exclusivity, a statutory mechanism for resolving bargaining impasses and a statutory mechanism for resolving disputes regarding the interpretation or administration of collective agreements) made it "virtually impossible" for them to engage in collective action concerning their workplace conditions.[19]

20. If *Fraser* stands for the proposition that s. 2(d) of the *Charter* requires these four statutory requirements in all labour relations contexts in which workers are vulnerable, it conflicts with the Supreme Court's direction in *Health Services* that the right to collectively bargain does not guarantee "a particular model of labour relations"[20] and with its ruling that s. 2(d) "simply" protects "the right of employees to associate in a process of collective action to achieve workplace goals."[21] The Supreme Court may have something to say about this: it granted leave to appeal and heard *Fraser* on December 17, 2009. Its decision remains under reserve.

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[19] *Fraser v. Ontario (Attorney General)* (2008), 92 O.R. (3d) 481 (C.A.) ("*Fraser*") at paras. 70 and 80.
[20] *Health Services*, *supra*, note 4 at para. 91.
[21] *Health Services*, *ibid.* at para. 19.

5. The decision of the court below: *Mounted Police Association of Ontario et al. v. Canada (Attorney General)* (2009), 96 O.R. (3d) 20 (S.C.J.)

21. The Legal Fund submits that the court below erred in concluding that s. 96 of the *Regulations* violates the rights of RCMP members' under s. 2(d) of the *Charter*. A closer look at the finding of the court below that "the SRRP not only substantially interferes with [collective bargaining], it completely precludes it" shows how it erred.

22. Recall that (i) there is nothing in the SRRP, an independent employee association, that precludes RCMP members from establishing parallel, independent employee associations; (ii) the Associations have been established as parallel, independent employee associations; (iii) the lower court found that "RCMP management listens carefully and with an open mind to the views of SRRs in the consultative process established by the SRRP;"[22] and (iv) the lower court found that under an agreement with the RCMP Commissioner, management has a duty to "recognize the role of the SRRP," "respond to proposals and requests from Staff Relations Representatives in a timely and meaningful fashion" and "provide rationale[s] for all major decisions."[23] In light of these facts, the lower court's finding that the SRRP "completely precludes" collective bargaining must have been based on a misunderstanding of what the Supreme Court meant when it discussed "collective bargaining" in *Health Services*.

23. The Attorney General of Canada at paragraph 55 of his appeal factum usefully sets out the broad and the narrow understandings of "collective bargaining." It was the broad understanding that the Supreme Court referred to when it quoted Professor Bora Laskin at paragraph 29 of *Health Services* as having "aptly described collective bargaining over 60

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[22] *MPAO, supra* note 5 at para. 68.
[23] *MPAO, ibid.* at para. 16-18.

years ago" (before there were any statutory labour relations regimes in Ontario) as "the procedure through which the views of the workers are made known, expressed through representatives chosen by them, not through representatives selected or nominated or approved by employers… a procedure through which terms and conditions of employment may be settled by negotiations between an employer and his employees on the basis of a comparative equality of bargaining strength." The Associations' s. 2(d) claim relies on using the Supreme Court's statements concerning the broad meaning of collective bargaining (*i.e.* collective action generally and in the absence of a statutory labour relations regime) as if those statements concerned collective bargaining in the narrow sense (*i.e.* collective bargaining within the traditional statutory labour relations regimes).

24. Even if the Supreme Court's pending decision in *Fraser* extends *Health Services* to stand for the proposition that s. 2(d) of the *Charter* requires the four statutory requirements mentioned in paragraph 19 in all labour relations contexts in which workers are vulnerable, the lower court's conclusion that s. 96 of the *Regulations* violates s. 2(d) remains in error. It is in error because, unlike the agricultural workers in *Dunmore*, RCMP members are not vulnerable and there are meaningful consultations, discussions and negotiations that take place between RCMP members and RCMP management.

- *RCMP members are not vulnerable*: in *Fraser*, this Court noted that the "vulnerability of agricultural workers" made it "virtually impossible" for them to "organize and bargain collectively with their employers without statutory supports."[24] It was this vulnerability that led the Court in *Health Services* to conclude that "farm

[24] *Fraser*, *supra* note 19 at para. 70.

workers faced barriers that made them *substantially incapable* of exercising their right to form associations outside the statutory framework."[25] The same is not true for RCMP members. In *Delisle*, the Supreme Court of Canada recognized that unlike agricultural workers, RCMP members are not a vulnerable group – they do not "suffer from disadvantage or stereotyping," nor are they considered to be "less worthy, valuable or deserving of consideration than other public servants."[26] They are not devalued or excluded from Canadian society in the way that agricultural workers are.

- *There are meaningful discussion between RCMP members and management*: in *Fraser*, this Court noted that the union for the agricultural workers had "been unsuccessful in engaging employers"[27] in meaningful discussions concerning workplace issues. As mentioned in paragraph 22, RCMP management listens carefully and with an open mind to the views of SRRs in the consultative process established by the SRRP and RCMP management has a duty to recognize the role of the SRRP, to respond to proposals and requests from SRRs in a timely and meaningful fashion, and to provide rationales for all major decisions. Further, the SRRP is established, has been in place for decades, and is continuously evolving, in part because of the views of RCMP members.

B. Parliament's decision to exempt RCMP members from the *PSLRA* does not violate the rights of RCMP members' under s. 2(d) of the *Charter*

25. As mentioned in paragraph 10, in *Delisle* the Supreme Court ruled that Parliament's decision to exempt RCMP members from labour relations legislation for federal sector

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[25] *Health Services, supra* note 4 at para. 35.
[26] *Delisle, supra* note 7 at para. 8.
[27] *Fraser*, supra note 19 at para. 98.

employees did not violate the rights of RCMP members' under s. 2(d) of the *Charter*.[28] Nothing in the Supreme Court's decisions in *Dunmore*, *Health Services* or the decision in the court below can properly be read to question whether that ruling remains good law. Parliament can determine "the employee organizations with which it will negotiate" in "the labour relations context"[29] and not violate s. 2(d).

C. The record is insufficient to determine whether the No Criticism provision violates the rights of RCMP members' under s. 2(b) of the *Charter*

26. The lower court properly determined that there was an insufficient factual foundation to examine the constitutionality of the No Criticism provision. Challenges concerning fundamental freedoms must be determined on the basis of an adequate factual context: *MacKay v. Manitoba*, [1989] 2 S.C.R. 357. The only evidence relevant to the argument that the No Criticism provision violates the rights of RCMP members' under s. 2(b) of the *Charter* were complaints from individual RCMP members and the Associations conceded that the lower court was not being asked to judge the merits of those complaints. The constitutionality of the No Criticism provision should not to be determined in these circumstances.[30]

D. Concluding comments

27. If this appeal is allowed and s. 96 of the *Regulations* is upheld, RCMP management will not have a blank cheque under s. 2(d) of the *Charter*. As the majority found in *Delisle*, if RCMP management interfered with the RCMP members' exercise of their right to associate in a process of collective action or if the internal regulations of the RCMP contemplate such a

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[28] *Delisle, supra* note 7 at para. 47.
[29] *Delisle, ibid.* note 7 at para. 29.
[30] *MPAO, supra* note 5 at paras. 104 to 107.

purpose or effect, the RCMP members can challenge those interferences under s. 2(d) as the RCMP is part of the government within the meaning of s. 32(1) of the *Charter*.[31]

28. The real question in this appeal and cross appeal is not whether the RCMP can or should be unionized. It is whether Parliament's decisions to exempt RCMP members from the *PSLRA* and enact s. 96 of the *Regulations* violate the constitutional rights of RCMP members. The Supreme Court confirmed in *Delisle* "that labour relations is an area in which a deferential approach is required in order to leave Parliament enough flexibility to act."[32] The Legal Fund respectfully submits that Parliament's decisions were within its discretion in deciding what sort of labour relations systems to set up in the workplaces of RCMP members. To interfere with these decisions "would be to enter the complex and political field of socio-economic rights and unjustifiably encroach upon the prerogative of Parliament."[33]

PART IV - ORDER REQUESTED

29. This Court rejected the Attorney General of Canada's request that it wait to hear this appeal until the Supreme Court decides *Fraser*: see no. M37704, October 23, 2009. The suspension of the lower court's declaration that s. 96 of the *Regulations* is invalid expires on October 6, 2010. If nothing happens between now and October 6, 2010, s. 96 of the *Regulations* will no longer exist and there will be no legislative labour relations regime for RCMP members. However, RCMP members and any associations they choose to form will be able to assert rights under s. 2(d) of the *Charter* to form employee associations, to make representations to the RCMP on working terms and conditions, and to engage in collective

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[31] *Delisle, supra* note 7 at para. 32.
[32] *Delisle, ibid.* at para. 33.
[33] *Delisle, ibid.* at para. 23.

action. This means that RCMP management could face a multitude of existing and newly formed "associations" all asserting a s. 2(d) right to be recognized, heard, consulted and bargained with and the RCMP management could be under a constitutional obligation to deal with each and every one of these associations. The lack of a legislative labour relations regime for RCMP members could lead to a chaotic and highly disruptive situation. Therefore, the Legal Fund respectfully requests that this Court consider making an interim order extending the suspension of the lower court's declaration for an amount of time sufficient to give Parliament, the parties and the intervenors time to attend to their affairs accordingly after the Supreme Court decides *Fraser* and this Court decides this appeal.

30. The Legal Fund respectfully requests that the appeal be allowed and that the cross appeal be dismissed.

31. Costs should not be awarded in favour of or against the Legal Fund in the appeal.

March 8, 2010

All of which is respectfully submitted,

Brad Elberg
LSUC#: 46854O
Tel.: (416) 360-2618
Email: belberg@heenan.ca

Kelly Henriques
LSUC#: 57436H
Tel.: (416) 643-6959
Email: khenriques@heenan.ca

Heenan Blaikie LLP
Bay Adelaide Centre
333 Bay Street, Suite 2900
P.O. Box 2900
Toronto, ON M5H 2T4

Fax: (416) 360-8425

Lawyers for the Intervenor, the Mounted Police Members' Legal Fund / Fonds de Recours Juridique des Membres de la Gendarmerie

SCHEDULE "A"
LIST OF AUTHORITIES

1. *Delisle v. Canada (Deputy Attorney General)*, [1999] 2 S.C.R. 989

2. *Dunmore v. Ontario (Attorney General)*, [2001] 3 S.C.R. 1016

3. *Fraser v. Ontario (Attorney General)* (2008), 92 O.R. (3d) 481 (C.A.)

4. *Health Services and Support – Facilities Subsector Bargaining Assn. v. British Columbia*, [2007] 2 S.C.R. 391

5. *Mounted Police Association of Ontario et al. v. The Attorney General of Canada* (2009), 96 O.R. (3d) 20 (S.C.J.)

SCHEDULE "B"
RELEVANT STATUTES

1. *Canadian Charter of Rights and Freedoms*, Part 1 of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (U.K.), 1982, c. 11

FUNDAMENTAL FREEDOMS

Fundamental freedoms

2. Everyone has the following fundamental freedoms:

(b) freedom of thought, belief, opinion and expression, including freedom of the press and other media of communication;

(d) freedom of association.

2. *Public Service Labour Relations Act*, S.C. 2003, c. 22

INTERPRETATION

Definitions

2. (1) The following definitions apply in this Act.

"employee", except in Part 2, means a person employed in the public service, other than (*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;

3. *Royal Canadian Mounted Police Regulations, 1988*, SOR/88-361

CODE OF CONDUCT

41. A member shall not publicly criticize, ridicule, petition or complain about the administration, operation, objectives or policies of the Force, unless authorized by law

DIVISION STAFF RELATIONS REPRESENTATIVE PROGRAM

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.

(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.

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PROCEEDING COMMENCED AT TORONTO

FACTUM OF THE INTERVENOR, THE MOUNTED POLICE MEMBERS' LEGAL FUND / FONDS DE RECOURS JURIDIQUE DES MEMBRES DE LA GENDARMERIE

Heenan Blaikie LLP
Bay Adelaide Centre
333 Bay Street, Suite 2900
P.O. Box 2900
Toronto, ON M5H 2T4

Brad Elberg LSUC#: 46854O
Tel.: (416) 360-2618
Email: belberg@heenan.ca

Kelly Henriques LSUC#: 57436H
Tel.: (416) 643-6959
Email: khenriques@heenan.ca

Fax: (416) 360-8425

Lawyers for the Intervenor,
The Mounted Police Members' Legal Fund / Fonds de Recours Juridique des Membres de la Gendarmerie