Federal Court of Appeal | Cour d'appel fédérale

Date: 20171024

Docket: A-417-16

Citation: 2017 FCA 210

CORAM: **PELLETIER J.A.**
BOIVIN J.A.
GLEASON J.A.

BETWEEN:

WSÁNEĆ SCHOOL BOARD

Applicant

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Respondents

Heard at Vancouver, British Columbia, on September 13, 2017.

Judgment delivered at Ottawa, Ontario, on October 24, 2017.

REASONS FOR JUDGMENT BY: GLEASON J.A.

CONCURRED IN BY: PELLETIER J.A.
BOIVIN J.A.

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REASONS FOR JUDGMENT

GLEASON J.A.

[1] In this application for judicial review, the applicant, the WSÁNEĆ School Board (the WSB), seeks to set aside the decision of the Canada Industrial Relations Board (the CIRB or the Board) dated September 23, 2016 in *WSANEC School Board v. B.C. Government and Service Employees' Union,* 2016 CIRB 838. In that decision, the CIRB dismissed the WSB's application to exclude from the all-employee bargaining unit those employees whose primary duties focus

on the revitalization of the SENĆOŦEN language and culture and on the transmission of WSÁNEĆ beliefs and teachings (the SENĆOŦEN employees). The CIRB made the decision in question without holding an oral hearing.

[2] For the reasons that follow, I would dismiss this application for judicial review, without costs.

I. Background

[3] The WSÁNEĆ are an indigenous people whose traditional lands are located on Vancouver Island. They have in the past been referred to in English as the "Saanich". The WSB (previously known as the Saanich Indian School Board) is a First Nations School Board that provides education to First Nations children, youth and adults. It is located on the TSARTLIP Reserve and serves the WSÁNEĆ people of four First Nations, each of which is a band within the meaning of the *Indian Act*, R.S.C. 1985, c. I-5.

[4] In 1998, the CIRB certified the respondent, the B.C. Government and Service Employees' Union (the BCGSEU), as the bargaining agent for a bargaining unit comprised of all employees of the Saanich Indian School Board working at a school and adult education centre operated by the Board. Subsequently, the description of the bargaining unit was amended so that it reads as follows:

> [A]ll employees of the WSANEC School Board employed at or from the tau Welnew Tribal School, the Saanich Adult Education Centre, and the Saanich Child Care Centre, **excluding** the Administrator, HR Manager, Bookkeeper, Principal, Director of Saanich Adult Education Centre, Operations Manager, Financial Controller, and Child Development Manager. [Emphasis in original]

[5] The bargaining unit is comprised of professional employees (certified teachers and early childhood educators), para-professionals (mainly teaching assistants and special education assistants), support, operations and maintenance staff. At the time the WSB made its application to the CIRB, there were 9 SENĆOŦEN employees in the bargaining unit of approximately 110 employees.

[6] The traditional language of the WSÁNEĆ people is SENĆOŦEN. Until recently, it was an entirely oral language. In the mid-1980's, the WSB began to teach some basics of the SENĆOŦEN language to students by having SENĆOŦEN exposure teachers attend English classes periodically to teach students the SENĆOŦEN alphabet and some basic SENĆOŦEN words. These exposure teachers are part of the bargaining unit.

[7] More recently, the WSB developed a SENĆOŦEN Immersion Program, which is focussed on the revitalization of the SENĆOŦEN language in accordance with the ĆELÁNEN, the traditional beliefs and teachings of the WSÁNEĆ people. The SENĆOŦEN Immersion Program is taught by the SENĆOŦEN employees. At paragraphs 15 and 16 of its memorandum of fact and law, the WSB describes the ĆELÁNEN and its impact on the roles and responsibilities of the SENĆOŦEN employees as follows:

> 15. At the risk of oversimplification, ĆELÁNEN refers to and encompasses the beliefs and teachings of the WSÁNEĆ People. It includes, among other important matters, specific rules, rights and responsibilities associated with the transmission of knowledge of the SENĆOŦEN language and WSÁNEĆ culture, beliefs and teachings. More specifically, it includes rules, rights and responsibilities that relate to, *inter alia*, who has the right and responsibility to teach which aspects of the language, culture and beliefs, how, and in what circumstances, as well as the responsibility of the Member Nations and the WSÁNEĆ community to care for, support and protect those who keep and transmit the language and cultural knowledge. [Citation omitted]

> 16. In other words, the rights and responsibilities of these SENĆOŦEN Employees and the employer vis a vis each other, as well as the students and the broader WSÁNEĆ community are seen by the WSÁNEĆ People to be governed by their teachings, which teachings belong to the WSÁNEĆ People. Accordingly, this aspect of the ĆELÁNEN has a profound impact on the way in which the employment relationship with the SENĆOŦEN Employees must be governed – both on the part of the employer and on the part of the SENĆOŦEN Employees. [Citation omitted].

[8] In 2015, at approximately the same time as it gave notice to bargain for a renewal of the collective agreement applicable to the WSB unit, the BCGSEU learned that the WSB had been treating the SENĆOŦEN employees as falling outside the bargaining unit and had not been deducting union dues from their wages. Shortly thereafter, the WSB sought to have the BCGSEU agree to the exclusion of the SENĆOŦEN employees from the bargaining unit. The BCGSEU declined to do so and the WSB therefore applied on October 1, 2015 to the CIRB under sections 18 and 18.1 of the *Canada Labour Code*, R.S.C. 1985, c. L-2 (the Code) to amend the bargaining unit description to exclude the SENĆOŦEN employees. Prior to making the application to the Board, the WSB did not attempt to negotiate different terms and conditions of employment for the SENĆOŦEN employees.

[9] In its application to the CIRB, the WSB outlined its reasons for seeking the exclusion of the SENĆOŦEN employees. These focussed on the assertion that inclusion of these employees in an all-employee bargaining unit would negatively impact the constitutional rights of the WSÁNEĆ First Nations under sections 25 and 35 of the *Constitution Act, 1982* being Schedule B to the *Canada Act 1982* (U.K.), 1982, c. 11 (*Constitution Act, 1982*) to control the transmission of their language and culture.

[10] More specifically, the WSB submitted that the Code must be interpreted and applied in a manner that respects these constitutional rights and takes into account the values and principles that underpin them, including the need for reconciliation. According to the WSB, it is incompatible with these values and principles to include the SENĆOŦEN employees in an all-employee bargaining unit because so doing offends some of their traditional beliefs and leads to a fundamental loss of control over the way in which those beliefs and the SENĆOŦEN language are transmitted.

[11] As examples of such incompatibility, the WSB listed the grievance and arbitration procedure and the provisions in the collective agreement regarding eligibility, hiring, seniority and hours of work. The WSB submitted that the foregoing provisions would need to be fundamentally altered to allow the SENĆOŦEN employees to perform their tasks in accordance with the ĆELÁNEN. The WSB also took the position that strikes are foreign to the WSÁNEĆ culture and expressed concern that exercise of the right to strike would deprive WSÁNEĆ children of their birthright to learning their language and culture.

[12] Given the minority status of the SENĆOŦEN employees in the all-employee bargaining unit, the WSB submitted that the only way to retain the control the First Nations were entitled to exercise over the way in which their traditional beliefs and the SENĆOŦEN language are transmitted would be by excluding the SENĆOŦEN employees from the bargaining unit.

[13] The WSB requested that the Board hold a hearing into its application if the BCGSEU contested the application and stated that a hearing would allow for an explanation of the

WSÁNEĆ beliefs and teachings in accordance with the oral traditions of the WSÁNEĆ people. However, no details were provided as to the nature of the oral evidence that the WSB intended to call and no explanation was given regarding the importance of oral testimony in the WSÁNEĆ culture. In a supplemental submission to the CIRB, counsel for the WSB further nuanced the request for an oral hearing by stating that the request was made in alternative and that a hearing was requested only in the event that the CIRB were disinclined to grant the application. Counsel wrote in this regard as follows:

> The WSB takes the position that it has indeed supplied sufficient information for the CIRB to find that the SENĆOŦEN Employees ought not to be included in the bargaining unit. However, if more detailed information is required in regard to the social, cultural, legal and historical context and in regard to the teachings and beliefs of the WSÁNEĆ People, in order to properly consider and apply the constitutional values identified above, the WSB takes the position that the CIRB must hear evidence about the teachings and beliefs of the WSÁNEĆ People, which can only properly be conveyed in the oral tradition and in the SENĆOŦEN language. It is for that reason that an oral hearing has been requested, and it is the WSB's position that in the circumstances the WSB's application cannot be dismissed without an oral hearing. (Application Record, pages 122-123)

II. The Decision of the CIRB

[14] In the decision under review, the CIRB first outlined the background to the application and the relevant facts. It then moved to address and dismiss the WSB's request for an oral hearing. Noting that section 16.1 of the Code provides it discretion to decide any case before it without an oral hearing, the Board concluded that the documents filed were sufficient to allow it to rule on the WSB's application without an oral hearing. Citing *NAV Canada v. International Brotherhood of Electrical Workers*, 2001 FCA 30, 267 N.R. 125 [*NAV Canada*], the CIRB underscored that it was entitled to decide the case based on the parties' written submissions without providing advance notice of its intention to do so.

[15] The Board then considered the merits of the WSB's application to exclude the SENĆOŦEN employees from the bargaining unit. It began its analysis by summarizing the relevant principles from its case law, which favour the maintenance of all-employee bargaining units and require that an applicant show compelling reasons to fragment such a unit. It further noted that such compelling reasons might include matters such as a diverging community of interest, geographic factors, specific statutory provisions and the likelihood that a larger unit may not be viable. The Board further stated that these factors must be weighed against interests that favour maintenance of the existing unit, such as the need to avoid dilution of a trade union's bargaining power, the need to promote industrial stability and the need to ensure that employees do not lose their access to union representation.

[16] Turning to the specifics of the WSB's application, the CIRB identified the decision of the Supreme Court of Canada in *Doré v. Barreau du Québec*, 2012 SCC 12, [2012] 1 S.C.R. 395 [*Doré*] as the governing legal framework for its analysis given the nature of the WSB's claims. In applying this framework, the CIRB approached the decision it was required to make as one that required it to balance its overarching position that broader bargaining units "protect the stability of labour relations" and "the fundamental right of employees to associate and bargain collectively" (CIRB Reasons at paras. 36, 39) against the constitutional interests of the WSÁNEĆ First Nations, which the CIRB described as "[t]he aboriginal right to self-determination and the crucial importance to the WSANEC people of preserving their language and culture. […] in accordance with their own teachings" (CIRB Reasons at para. 37).

[17] In conducting this balancing exercise, the CIRB characterized the WSB's application as invoking a claim that the SENĆOŦEN employees had a distinct community of interest in light of their unique role and responsibilities. It noted that, in other contexts, the Board has dealt with arguments regarding a claimed lack of community of interest by assessing whether a group's unique characteristics may be addressed through the inclusion of specific provisions in the collective agreement. The CIRB held that the WSB had not established that a similar approach would not be open to address the concerns expressed regarding the SENĆOŦEN employees. The Board made reference to provisions in the existing collective agreement that already afforded a certain degree of flexibility in respect of the matters that the WSB claimed required the exclusion of the SENĆOŦEN employees. It noted in this regard that the collective agreement already contained a purpose clause that reflects "the uniqueness of the workplace and incorporates access to a dispute resolution mechanism that may be more appropriate for the WSANEC People" (CIRB Reasons at para. 42). The Board also noted that it was open to the parties to negotiate additional provisions to address the needs of the SENĆOŦEN employees "to permit them to perform and fulfill their duties in the manner deemed appropriate" (CIRB Reasons at para. 44). The CIRB therefore concluded that, while the SENĆOŦEN employees might have interests that diverge from those of other employees in the unit, there were no sufficiently compelling reasons to exclude them from the unit.

[18] The Board also highlighted the fact that allowing the application would leave the SENĆOŦEN employees without trade union representation – a factor which further favoured dismissal of the application.

[19] The Board thus concluded that "balancing its policy against fragmentation which supports freedom of association and industrial stability with the WSANEC People's ability to protect their language and culture through the SENCOTEN Employees' manner of teaching, does not preclude it from including the SENCOTEN Employees in the existing bargaining unit" (CIRB Reasons at para. 47). It accordingly dismissed the WSB's application.

III. Analysis

A. *Standard of Review*

[20] I turn now to the WSB's application to this Court to set aside the CIRB decision and begin by considering the standard of review this Court should apply. The CIRB's decision involves two determinations, each of which is challenged by the WSB, namely, the CIRB's decision to dispose of the application without a hearing and its determination on the merits.

[21] In terms of the former determination, as the CIRB noted in its reasons, section 16.1 of the Code provides the Board authority to decide any matter without an oral hearing. To borrow the words of Evans, J.A. in paragraph 14 of *Boshra v. Canadian Association of Professional Employees*, 2011 FCA 98, 415 N.R. 77 when describing the effect of a similar provision in the *Public Service Labour Relations Act*, S.C. 2003, c. 22, section 16.1 of the Code "trumps the common law" and leads to the conclusion that the dictates of procedural fairness do not require that a hearing be held by the Board in all cases. Rather, the section specifically leaves it to the Board to decide when it will hold a hearing.

[22] The case law of this Court recognizes that determinations by the CIRB that it will not hold a hearing should be afforded deference unless there has been a failure to allow a party to put forward its position on the merits of a case: see. e.g., *NAV Canada* at paras. 9-11, *Madrigga v. Teamsters Canada Rail Conference*, 2016 FCA 151 at paras. 26-27, 486 N.R. 248; *Grain Services Union (ILWU-Canada) v. Friesen*, 2010 FCA 339 at paras. 22-24, 414 N.R. 171. In so holding, this Court (notwithstanding the dissent of Stratas, J.A. in *Maritime Broadcasting System Ltd. v. Canadian Media Guild*, 2014 FCA 59, 455 N.R. 115) has applied the correctness standard to the assessment of whether there has been a violation of procedural fairness by the CIRB.

[23] Thus, on the first question, the applicable standard of review is correctness, and the circumstances where a violation of a party's procedural fairness rights may be said to be violated are narrow and are limited to situations where the Board has not allowed the party to put its position forward.

[24] Turning to the Board's determination on the merits, it is well-established that the reasonableness standard applies generally to the review of CIRB decisions interpreting and applying provisions in the Code in light of the function of the CIRB, the nature of the questions remitted to it and the very strictly-worded privative clause found in section 22 of the Code: see, for example, *Canadian Broadcasting Corp. v. Canada (Labour Relations Board)*, [1995] 1 S.C.R. 157 at paras. 34, 43-44, 121 D.L.R. (4th) 385; *International Longshoremen's and Warehousemen's Union, Ship and Dock Foremen, Local 514 v. Prince Rupert Grain Ltd.*, [1996] 2 S.C.R. 432 at paras. 24 and 42, 135 D.L.R. (4th) 385; *Dumont v. Canadian Union of Postal Workers, Montréal Local*, 2011 FCA 185 at paras. 33-34, 423 N.R. 143; *Cadieux v.*

Amalgamated Transit Union, Local 1415, 2014 FCA 61 at para. 23, 458 N.R. 325; *McAuley v. Chalk River Technicians and Technologists Union*, 2011 FCA 156 at para. 13, 420 N.R. 358. In my view, there is no reason to reach a different conclusion in this case, despite the invocation by the WSB of sections 25 and 35 of the *Constitution Act, 1982*.

[25] More specifically, in the present case, the WSB did not seek to have the CIRB rule on the scope of its aboriginal rights to control education nor did it advance an argument to the effect that such rights brought the labour relations of the SENĆOŦEN employees outside the purview of the Code. Had it done so, the CIRB's decision on these issues would have been reviewable on the correctness standard: see, for example, *Clyde River (Hamlet) v. Petroleum Geo-Services Inc.*, 2017 SCC 40, 411 D.L.R. (4th) 571; *Chippewas of the Thames First Nation v. Enbridge Pipelines Inc.*, 2017 SCC 41, 411 D.L.R. (4th) 596; *NIL/TU,O Child and Family Services Society v. B.C. Government and Service Employees' Union*, 2010 SCC 45, [2010] 2 S.C.R. 696; *Paul v. British Columbia (Forest Appeals Commission)*, 2003 SCC 55 at para. 31, [2003] 2 S.C.R. 585.

[26] Rather, the WSB instead argued that the principles and values enshrined in sections 25 and 35 of the *Constitution Act, 1982* required the Board to determine that the SENĆOŦEN employees should be excluded from the all-employee bargaining unit represented by the BCGSEU. Indeed, it submitted as follows to the Board:

> To be clear, although the WSB and its Member Nations do take the position that the WSÁNEĆ People have the right, protected under s.35 of the *Constitution*, to maintain and protect their language and culture in accordance with their own teachings, the WSB's application is not dependent on such a finding and the WSB will not be seeking to establish that s.35 right at a hearing of this matter. Rather, the WSB takes the position that in interpreting and applying the concept of what makes an appropriate bargaining unit (or conversely what would make a bargaining unit *in*appropriate), the CIRB must consider the underlying social,

> cultural, legal and historical context of the WSB and the Member Nations as well as the constitutional values enshrined in s.35 and s.25 of the *Constitution*.

[27] This argument is entirely analogous to the position advanced by the appellant in *Doré*, who argued that the Disciplinary Council of the Barreau du Québec could not sanction him for comments he made without violating his freedom of expression guaranteed under subsection 2(*b*) of the *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (U.K.), 1982, c. 11 (the Charter). In *Doré*, the Supreme Court determined that the reasonableness standard applied to the review of the decision of the Disciplinary Council and described the content of such review at paragraph 57 as requiring the determination of whether "the decision reflects a proportionate balancing of the Charter protections at play" in light of "the nature of the decision and the statutory and factual contexts".

[28] The approach outlined in *Doré* has been applied by both the Supreme Court and this Court to similar administrative decisions in situations where an applicant contends that the decision does not respect the values enshrined in the Charter: see, for example, *Loyola High School v. Quebec (Attorney General)*, 2015 SCC 12 at para. 35, [2015] 1 S.C.R. 613; *Divito v. Canada (Public Safety and Emergency Preparedness)*, 2013 SCC 47 at para. 49, [2013] 3 S.C.R. 157; *Lewis v. Canada (Public Safety and Emergency Preparedness)*, 2017 FCA 130 at para. 43, 280 A.C.W.S. (3d) 130; *Canadian Arab Federation v. Canada (Minister of Citizenship and Immigration)*, 2015 FCA 168 at paras. 19-21, 475 N.R. 380.

[29] I do not believe there is any basis to adopt a different analytical framework when the values invoked arise under section 35 of the *Constitution Act, 1982* instead of under the Charter.

In both cases, the basis of the argument is the same, namely, that a particular constitutionally-protected right mandates that the administrative decision-maker reach a particular result. Likewise, in both cases, similar considerations must be weighed by the administrative decision-maker. I thus believe that the analytical framework set out in *Doré* applies to the review of the Board's assessment of the merits of the WSB's application and that, accordingly, this Court is tasked with determining whether or not that assessment was reasonable.

B. *Did the CIRB err in Proceeding without a Hearing?*

[30] Having settled the applicable standards of review, I move now to consider whether the Board violated the WSB's procedural fairness rights and conclude that it did not do so for several reasons.

[31] First, and perhaps most importantly, the WSB did not clearly request a hearing nor clearly explain why it felt one was required. I agree with the WSB that the case law recognizes that the rules of evidence should be adapted to allow for oral histories of aboriginal peoples to be brought before the courts to elucidate the aboriginal perspective in cases where that perspective is relevant: *Delgamuukw v. British Columbia*, [1997] 3 S.C.R. 1010 at paras. 84-87, 153 D.L.R. (4th) 193. However, such recognition does not translate to a right to present oral history in every case merely upon making a request to do so. Rather, as the Supreme Court of Canada recognized in *Mitchell v. Minister of National Revenue*, 2001 SCC 33, [2001] 1 S.C.R. 911 at paragraph 31, it remains incumbent on those who seek to call such evidence to satisfy the decision-maker of the need to hear the evidence in question.

[32] In the instant case, WSB provided very little detail as to the nature of the evidence it intended to call and virtually no explanation as to why it believed it was important for the CIRB to hold a hearing for purposes of presenting oral history. Moreover, the request for a hearing was equivocal as the WSB's primary position was that it had provided sufficient details in writing to allow the Board to decide in its favour.

[33] Secondly, the WSB must be taken to have been aware of the Board's ability to decide cases without a hearing and of the need to therefore provide fulsome written submissions. As noted, section 16.1 of the Code expressly provides the Board the authority to decide cases without hearing. In addition, sections 7 and 9 of the *Canada Industrial Relations Board Regulations, 2012,* SOR/2001-520 contemplate that cases will be decided based on the materials filed unless the Board decides to order a hearing.

[34] Further, by letter to the parties of October 9, 2015, the Board's Regional Director (and Registrar) for the Western Region confirmed that the Board was empowered to rule on the application without a hearing based on the parties' written submissions and the report of the investigating officer. In light of this, the Director cautioned that it was "in the parties' best interests to file complete, accurate and detailed submissions in support of their respective positions" (Application Record, page 46). The WSB was therefore on notice of the need to fully outline all aspects of its case, including the reasons why it was requesting an oral hearing.

[35] Third, the WSB was afforded the opportunity to put forward as much evidence as it wished in writing and filed two sets of written submissions, in which it detailed its position. It was therefore not denied the opportunity to put a case forward in writing.

[36] Finally, the Board accepted the veracity of the matters in respect of which the WSB stated that it wished to call oral history testimony and, in particular, accepted that the constitutional interests of the WSÁNEĆ First Nations included the importance of preserving their language and culture in accordance with their own teachings.

[37] In light of the foregoing factors, the determination of the Board to proceed without a hearing cannot be said to have violated the WSB's rights to procedural fairness.

C. *Was the Decision on the Merits Reasonable?*

[38] Turning to the merits of the Board's decision, in my view, it cannot be said to be unreasonable as the Board followed and applied its existing case law and made reasonable factual conclusions based on the evidence before it.

[39] In declining to fracture an existing all-employee bargaining unit, the CIRB followed a long and well-established line of authority in which it has held that larger units are preferable to smaller ones and should not be fractured in the absence of compelling reasons: see, for example, *Trade of Locomotive Engineers v. Canadian Pacific Ltd.*, [1976] 1 Can. L.R.B.R. 361 at paras. 57-60, 76 C.L.L.C. 16, 018; *Canadian Aircraft Maintenance Assn. v. Air Canada*, 2005 CIRB 341 at paras. 46-47, 128 C.L.R.B.R. (2d) 157; *Syndicat des employé-es de TV5 - CSN v.*

Consortium de télévision Québec Canada Inc., [2003] C.I.R.B. No. 235 at paras. 30-32, 105 C.L.R.B.R. (2d) 109; *I.U.O.E., Local 904 v. Oceanex (1997) Inc.*, 2000 CIRB 83 at para. 39, [2000] C.I.R.B.D. No. 37.

[40] The CIRB applied these principles in a reasonable fashion as the Board's conclusion that the WSB had not offered compelling reasons for the exclusion of the SENĆOŦEN employees was well-supported by the evidence. Given that the WSB had previously succeeded in negotiating special provisions in the collective agreement to address the cultural needs of the WSÁNEĆ First Nations, it was open to the Board to conclude that further flexibility could have been obtained in respect of the SENĆOŦEN employees, particularly in circumstances where the WSB had not even tried to bargain about obtaining such flexibility.

[41] In many ways, the WSB's application to the Board was premature as the WSB simply had no way of knowing whether or not the BCGSEU would have acceded to the terms and conditions the WSB wished to have applied to the SENĆOŦEN employees. Concerns about an eventual strike were also premature and theoretical in the absence of any evidence that a strike was likely. Further, it might well have been possible for the parties to have agreed to settle collective bargaining disputes other than by way of a strike, as is contemplated by section 79 of the Code.

[42] In the absence of evidence that the WSÁNEĆ First Nations would actually have lost control over the way in which the SENĆOŦEN employees performed their duties, it was not unreasonable for the Board to have concluded that the balancing exercise it was required to

conduct needed to weigh in favour of maintaining the all-employee bargaining unit. I therefore believe that the CIRB's reasoning and result are reasonable and, consequently, that there is no basis to interfere with its decision.

IV. Proposed Disposition

[43] In light of the foregoing, I would dismiss this application for judicial review. While costs would normally follow the event, both parties submitted that no costs award should be made against it in the event it were unsuccessful. In light of the nature of the issues, I agree that no costs award should be made.

"Mary J.L. Gleason"

J.A.

"I agree.
J.D. Denis Pelletier J.A."

"I agree.
Richard Boivin J.A."

FEDERAL COURT OF APPEAL

NAMES OF COUNSEL AND SOLICITORS OF RECORD

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APPEARANCES:

Robin J. Gage	FOR THE APPLICANT
Jitesh Mistry Rebecca Kantwerg	FOR THE RESPONDENTS

SOLICITORS OF RECORD:

Underhill, Boies Parker, Gage & Latimer LLP Victoria, British Columbia	FOR THE APPLICANT
B.C. Government and Service Employees' Union Burnaby, British Columbia	FOR THE RESPONDENTS