CITATION: *Navistar Canada Inc. v. Superintendent of Financial Services*, 2015 ONSC 2797
DIVISIONAL COURT FILE NO.: 364/14
DATE: 20150703

ONTARIO

SUPERIOR COURT OF JUSTICE

DIVISIONAL COURT

SWINTON, SACHS AND LABROSSE JJ.

BETWEEN:	
NAVISTAR CANADA INC. Appellant	Sheila Block, Mitch Frazer and Alex C.W. Smith, for the Appellant
– and –	
SUPERINTENDENT OF FINANCIAL SERVICES Respondent	Deborah McPhail and Jessica Spence, for the Respondent
– and –	
UNIFOR (formerly CAW-CANADA) AND ITS LOCALS 127 AND 35 Added Party	Lewis Gottheil, for the Added Party, Unifor
	HEARD at Toronto : April 9, 2015

LABROSSE J.

Overview

[1] Navistar Canada Inc. ("Navistar" or the "Appellant") appeals pursuant to s. 91(1) of the *Pension Benefits Act*, R.S.O. 1990, c. P.8 (the "*PBA*") from two related decisions of the Financial Services Tribunal (the "Tribunal"), dated November 4, 2013 and July 11, 2014. Both decisions arise from a Notice of Intended Decision by the Superintendent of Financial Services (the "Superintendent") dated March 7, 2013 to make certain orders in respect of the Navistar Canada Inc. Non-Contributory Retirement Plan (the "Plan").

[2] The appeal is opposed by the Respondent, the Superintendent, and Unifor (formerly CAW-CANADA) and its locals 27 and 35 ("Unifor"), an added party to the appeal.

Background

[3] This appeal arises from the closure of Navistar's truck manufacturing plant in Chatham, Ontario effective July 28, 2011 (the "Plant") and the resulting partial windup of the Plan, being a defined-benefit pension plan funded by Navistar. The Plant closure was preceded by two years of collective agreement negotiations following the expiration of two separate collective agreements on June 30, 2009.

[4] The central issue in this appeal is whether the Plan membership group for wind up purposes (the "Windup Group") should include all members who ceased employment from February 1, 2009 until July 28, 2011 as a result of a reorganization, which was found by the Tribunal to have taken place pursuant to s. 77.3(1)(a) of the *PBA*.

[5] Navistar and Unifor were parties to the two separate collective agreements: one for hourly production workers and related skilled trades and the other for office and clerical workers. Both collective agreements were set to expire on June 30, 2009.

[6] The record shows, and it is not disputed, that in or about the spring of 2008, Navistar was developing a reorganization strategy in conjunction with its parent company, Navistar Inc. The objective was to reduce the number of employees in the Chatham Plant from approximately 1,100 in November 2008 to 100 employees for the commencement of the new collective agreements in July 2009.

[7] In November 2008, Navistar advised Unifor that the closure of the Plant was being considered and that at a minimum there would be changes to the production schedule from 115 units per day to 35 units per day, being the minimum permitted under the collective agreements.

[8] From February 1, 2009 until June 30, 2009, Navistar laid off the following number of employees:

a. 499 employees effective February 1, 2009;

b. 185 employees effective March 1, 2009; and

c. 522 employees effective June 30, 2009, being all remaining Plan members.

[9] On April 2, 2009, Navistar provided Unifor with formal notice to bargain. The parties were unable to agree on the terms of new collective agreements and on August 8, 2011, the Board of Directors of Navistar confirmed its decision to close the Plant effective July 28, 2011.

[10] There was no agreement between Navistar and Unifor on the terms of the partial windup of the Plan. Following the closure of the Plant, both Navistar and Unifor requested that the Superintendent approve a partial windup of the Plan. For approximately one year, the former Deputy Superintendent received submissions from the parties on the partial windup and held pre-hearing without prejudice meetings with the parties in an attempt to resolve the partial windup dispute.

[11] On March 7, 2013, the Superintendent issued a Notice of Intended Decision ("NOID"), pursuant to s. 87 of the *PBA*. The NOID held that pursuant to ss. 77.3(1)(a) and 77.3(1)(b) of the *PBA*, the Plan would be wound up in part effective July 28, 2011 and the Plan members would include all members who ceased to be employed at the Plant after June 30, 2009 (the date, as stated above, when all remaining Plan members were laid off).

[12] Section 77.3(1) confers a discretion on the Superintendent to order a partial windup of a pension plan in a number of circumstances, including a reorganization and a closure. It states in part:

> The Superintendent by order may require the partial windup of a pension plan,
>
> (a) if a significant number of members of the pension plan cease to be employed by the employer as a result of the discontinuance of all or part of the business of the employer or as a result of the reorganization of the business of the employer;
>
> (b) if all or a significant portion of the business carried on by the employer at a specific location is discontinued; ...

[13] On April 3, 2013, Navistar requested a hearing before the Tribunal with respect to the NOID.

[14] The first decision under appeal, dated November 4, 2013 (the "Jurisdictional Decision"), is the result of a preliminary motion brought by Navistar seeking:

a. an order that the Superintendent did not have the jurisdiction to rule on the applicability of the 0.9 years banked pensionable service credit under s. 7.03(b)(iii) of the Plan; and,

b. an order that the Superintendent had lost jurisdiction as a result of certain comments made by the former Deputy Superintendent acting for the Superintendent during the pre-hearing meetings.

[15] The Tribunal held that the Superintendent did not lose jurisdiction due to any breach of procedural fairness. The Tribunal refused to admit *viva voce* evidence or receive meeting notes or witness statements concerning the pre-hearing meetings as they represented settlement discussions, which were subject to settlement privilege. The Tribunal also held that the Superintendent had jurisdiction to rule on the pensionable service credit issue.

[16] The second decision under appeal, dated July 11, 2014 (the "Windup Decision"), deals with the substance of the NOID issued by the Superintendent. The Tribunal found that a partial Plan windup was justified under both ss. 77.3(1)(a) (reorganization) and 77.3(1)(b)

(discontinuance) of the *PBA* and defined the Windup Group as including those employees who ceased to be employed between February 1, 2009 up to and including July 28, 2011, the Plant closure date. Further, the Tribunal found that Plan members who were on layoff or disability and who met the criteria should be granted the 0.9 years of banked credited service, and that all Plan members who terminated prior to July 28, 2011 and met all the eligibility requirements for entitlement to the Special Early Retirement ("SER") benefit in s. 1.03 of the Plan were entitled to the SER benefit pursuant to ss. 40(2) and 40(3) of the *PBA*.

[17] Finally, the Windup Decision found that all Plan members whose combination of age plus years of continuous employment or membership in the Plan that equaled 55 years or more on the effective date of the Plan partial windup would also be entitled to the SER benefit pursuant to ss. 74(1.3) and 74(7) of the *PBA*.

The Issues on Appeal

[18] The Appellant's Amended Notice of Appeal asked for various orders; however, at the hearing of the appeal, the Appellant only proceeded on the following three issues:

a. Did the Tribunal make a palpable and overriding error of fact when it found that Navistar did not maintain the Plant in a state of readiness once it was idled? According to the Appellant, this alleged error was fundamental to the Tribunal's decision that a reorganization within the meaning of s. 77.3(1)(a) of the *PBA* occurred as of February 1, 2009.

b. Did the Tribunal make an error of law in holding that the Windup Group included all Plan members who ceased to be employed from February 1, 2009 until immediately prior to the Plant closure?

c. In the Jurisdictional Decision, did the Tribunal err by ordering that the Acting Deputy Superintendent had the jurisdiction to rule on the credited service issue without having the issue return to the pre-hearing process?

[19] All other grounds of appeal and issues raised in the Appellant's Factum were abandoned at the hearing of the appeal.

Standard of Review

[20] The analysis of the proper standard of review begins with the Supreme Court of Canada's decision in *Dunsmuir v. New Brunswick*, 2008 SCC 9, which established a two-step standard of review process at para. 62:

> In summary, the process of judicial review involves two steps. First, courts ascertain whether the jurisprudence has already determined in a satisfactory manner the degree of deference to be accorded with regard to a particular category of question. Second, where the first inquiry proves unfruitful, courts must proceed to an analysis of the factors making it possible to identify the proper standard of review.

[21] The Court of Appeal for Ontario has applied this analysis in an appeal under s. 91 of the *PBA*. In *Hydro One Inc. v. Ontario (Financial Services Commission)*, 2010 ONCA 6, at para. 36, the Court held that the standard of review on pure questions of statutory interpretation involving the *PBA* is one of correctness. The Court of Appeal in *Hydro One* relied upon the decision of the Supreme Court of Canada in *Monsanto Canada Inc. v. Ontario (Superintendent of Financial Services)*, 2004 SCC 54, where it was determined that the Tribunal is not entitled to deference on a pure question of statutory interpretation of the *PBA* (*Monsanto*, at para. 16).

[22] In this case, the Appellant has challenged the finding that a reorganization has taken place within the meaning of s. 77.3(1)(a) of the *PBA*. The Appellant states that no reorganization could have taken place in the absence of the renewal of the two collective agreements. The Appellant submits that the determination of what constitutes a reorganization under s. 77.3(1)(a) of the *PBA* is a question of statutory interpretation, which must be reviewed upon a standard of correctness. I disagree. The determination that a reorganization has or has not taken place cannot be made without a review of the facts required to conclude its existence. The findings of the Tribunal in paragraph 15 of the Windup Decision form the underpinning for the analysis under s. 77.3(1)(a) of the *PBA*. This is not a pure question of statutory interpretation as was the case in *Hydro One*.

[23] In the present circumstances, the discretion afforded to the Superintendent under s. 77.3(1)(a) of the *PBA* and how this discretion was exercised in light of the facts of the present case, involve questions of both fact and law. On the application of the provisions of the *PBA* to the facts of a particular case, the Court of Appeal in *Hydro One* determined that "the Tribunal possesses some expertise on discretionary matters relating to the application of the Act and that it has developed some measure of expertise regarding the multi-faceted implications of a wind-up" (*Hydro One*, at para. 43). As such the Court of Appeal concluded that decisions that include an exercise of discretion in the application of the *PBA* to the facts of the case should be reviewed on a standard of reasonableness. This surely applies to a determination of the facts which lead to a finding that a reorganization has taken place and then the exercising of discretion to order a partial windup or not.

[24] In the present case, upon having found that a reorganization had taken place, the Tribunal's decision to order the partial windup and its finding that the Windup Group included all Plan members who ceased to be employed from February 1, 2009 until July 28, 2011 are questions of mixed fact and law to which deference is owed. The Tribunal has particular expertise in pension law and provided that findings of mixed fact and law fall within a range of possible, acceptable outcomes which are defensible in respect of the facts and law, this Court should not interfere (*Dunsmuir*, at para. 47).

[25] Finally, on questions of fact, the standard is one of reasonableness. However, when a Tribunal misapprehends crucial evidence, the misapprehension may render the decision unreasonable (*Ontario (Minister of Community and Social Services) v. W. (Litigation guardian of)*, 2011 ONSC 288 (Div. Ct.) at para. 25).

[26] Having determined that the jurisprudence relating to the Tribunal has established the degree of deference to be afforded to the various categories of questions which are the subject of this appeal, there is no need to proceed with step two of the analysis in *Dunsmuir*.

Analysis

Issue One: *Did the Tribunal make an unreasonable finding of fact when it found that Navistar did not maintain the Plant in a state of readiness once it was idled?*

[27] Navistar argues that the Tribunal erred in finding that there was a reorganization that began in February 2009. It contends that there was a proposed reorganization which did not come into effect, because the union refused to accept the reorganization during collective bargaining, with the result being that the Plant was closed.

[28] The Tribunal found that it would have taken 3 to 6 months for the Plant to reopen after it was closed in June 2009. The Appellant submits that the Tribunal misapprehended evidence regarding the Plant's state of readiness and that the uncontradicted evidence before it was that the Plant was in a "state of readiness" while idled.

[29] In my view, even if the Tribunal misapprehended the evidence on this point (which I do not believe it did), the error was not a crucial one, as the Plant's state of readiness while idled was not determinative in the Tribunal's findings regarding the timing of the reorganization and the scope of the Windup Group.

[30] The Tribunal made a finding at para. 15(ll) of the Windup Decision that the Plant "was not in a state of readiness so as to immediately resume production". The Appellant points to the Tribunal's reference to the evidence of Barry Morris that Navistar "stripped out the initial parts of assembly operations". Mr. Morris was of the view that a re-start of the Plant would have taken 2 to 3 months to re-train employees for different product lines.

[31] While the Tribunal references a re-start timeframe of 3 to 6 months in concluding that the Plant was not in a state of readiness, this is not a palpable and overriding error. A review of the Appellant's evidence confirmed that prior to June 30, 2009, Navistar had removed portions of the Plant assembly line and that a start-up would require investment, retooling, **as well as** 2 to 3 months of retraining (*Emphasis added*). It was open to the Tribunal to conclude that it would take longer than 2 to 3 months to complete the start-up process. I find that there was no misapprehension of crucial evidence which would render the Windup Decision unreasonable. I would not give effect to this ground of appeal.

Issue Two: *Did the Tribunal make an error of law in holding that the Windup Group included all Plan members who ceased to be employed from February 1, 2009 until immediately prior to Plant closure?*

[32] The parties agree that it was open to the Tribunal to make an order for partial windup of the Plan effective July 28, 2011 pursuant to s. 77.3(1)(b) of the *PBA*, as this was the Plant closure date as a result of the business activities at the Plant being discontinued. In its Factum, the Appellant challenged the Tribunal's authority to make an order for the partial windup of the Plan

under both ss. 77.3(1)(a) (reorganization) and 77.3(1)(b) (discontinuance) of the *PBA*. This ground of appeal was not pursued at the hearing of the appeal.

[33] The Appellant's position on Issue Two challenges both the finding of a reorganization under s. 77.3(1)(a) of the *PBA* and the Tribunal's decision to include in the Windup Group the Plan members who ceased to be employed between February 1, 2009 and July 28, 2011. With respect to the finding that a reorganization had taken place, the Appellant states that no reorganization could have taken place in the absence of the collective agreements being renewed. Without the renewed collective agreements, it was only a planned reorganization which never took place. Further, the Appellant argues that the Tribunal confused the reorganization activities of the parent company, Navistar Inc., with those of the Appellant.

[34] The Tribunal's analysis recognized that a reorganization has a broader meaning than that which is given under certain statues dealing with corporate organization (see *Stelco Inc. v. Ontario (Superintendent of Pensions) (1994)*, 115 D.L.R. (4th) 437 (Ont. Div. Ct.), at para. 2). The Tribunal, at para. 29, also relied upon the observation of what constitutes a reorganization set out in the following passage from *Marino v. Ontario (Superintendent of Financial Services) (2007)*, 67 C.C.P.B. 51:

> We hold that "a reorganization", as it is used in Section 69 of the PBA connotes among other things, a group of intended events occurring as a result of some form of deliberate guidance, and therefore, that to establish a "reorganization" within the meaning of that section of the PBA, it must at least be established that the guiding mind had, at the beginning, at least a rough sense of what the organization would look like at the end of the process, of the approximate duration of the process, and of the route that would be followed to get to the end. We do not suggest that unexpected requirements to respond to unexpected events will be fatal to finding the existence of a single reorganization, but a deviation from a path implies the existence of a path.

[35] With respect to the Tribunal's finding under s. 77.3(1)(a) that a reorganization had taken place, I find that the Tribunal's analysis was reasonable and well-supported by the evidence. Paragraph 15 of the Windup Decision consists of a summary of the relevant evidence that led the Tribunal to conclude that the Appellant had been planning a reorganization for some time and that it implemented a series of steps, which formed part of that reorganization. In the end, the failure to renew the collective agreements may have ultimately brought on the Plant closure; however, the evidence is clear that Navistar had implemented a reorganization well before the Plant was closed.

[36] The evidence set out in para. 15 of the Windup Decision demonstrates that Navistar had a plan of what the company and the Chatham Plant would look like at the end of the process and the approximate duration of the reorganization, which would culminate with the renewal of the collective agreements. The Tribunal's finding at para. 32 of the Windup Decision that "Navistar planned and executed a reorganization strategy that could only result in a monumentally different, radically different and small structure in Chatham (in their words), reducing from approximately 1,100 to 100 employees", flowed from the evidence and is a reasonable analysis of what constitutes a reorganization under s. 77.3(1)(a) of the *PBA* and falls well within the range of acceptable outcomes.

[37] In conclusion, on the determination of a reorganization, I see no merit in distinguishing between the reorganization activities of Navistar Inc. and those of the Appellant. No such distinction was made within Navistar Inc. as it properly treated the Appellant's activities as part of the overall reorganization. This is supported by the numerous unchallenged findings of fact within para. 15 of the Windup Decision and in particular the finding that the Navistar witness, Mr. Morris, testified that the reorganization strategy decisions about the Plant were largely decisions of Navistar Inc.

[38] The analysis under Issue Two then moves to the exercise of discretion by the Tribunal to order the partial windup of the Plan and to include the Plan members who ceased to be employed between February 1, 2009 up to and including July 28, 2011. The Appellant does not oppose the Superintendent's proposal to wind up the Plan in the NOID but appeals the Tribunal's decision to include the Plan members who ceased to be employed between February 1, 2009 up to and including July 28, 2011 in the Windup Group.

[39] In support of its position, the Appellant relies on its submissions that there was no reorganization. In addition, the Appellant states that it was inappropriate to include Plan members in the Windup Group who voluntarily left their employment after February 1, 2009. The Appellant relies on the findings of the Divisional Court decision in *Hydro One* whereby the purpose of s. 77.3(1)(a) of the *PBA* (previously s. 69(1)(d)) is described as protecting vulnerable employees who "involuntarily lose their employment as a result of a major change in the way in which their employer carries on its business" (*Hydro One Inc. v. Ontario (Superintendent of Financial Services) (2008)*, 67 C.C.P.B. 86, at para. 27).

[40] The Appellant also relies upon the Tribunal's decision in *Re: Imperial Oil Ltd. Retirement Plan (1988) (1996) PCO Bulletin/Vol.6/Issue 4* on the issue of the proper windup group. In *Imperial Oil*, the Tribunal determined that a reorganization was implemented between February 4, 1992 and June 30, 1995. The Tribunal excluded from the windup group those employees who participated in a voluntary workforce reduction program that was instituted in October 1990 and also excluded those employees who were involuntarily terminated between October 30, 1991 and February 4, 1992. In *Imperial Oil* the Tribunal found that the reorganization was not undertaken until the day it was announced, which was February 4, 1992. However, the facts in *Imperial Oil* are very different than the facts in the present case.

[41] In the Windup Decision, the Tribunal identified at para. 15 the history of the reorganization process. The Tribunal went on to apply those facts to the criteria of a reorganization and deference is owed to its conclusions. The same applies to the decision to order a partial windup and the determination of the Windup Group. At para. 40 of the Windup Decision, the Tribunal sets out its reasons for how it defined the Windup Group. In line with the Tribunal's findings at para. 40, I conclude that the Tribunal's definition of the Windup Group was reasonable for the following reasons:

a. Subsection 77.03(1)(a) does not distinguish between involuntary and voluntary terminations. The subsection simply refers to employees who *cease* to be employed as a result of the reorganization (*Emphasis added*);

b. The Tribunal is not to look behind each employee who ceased to be employed during the reorganization process to determine if the termination was voluntary or involuntary. If the termination took place contemporaneously with the reorganization and was related to the activities deemed to be a reorganization, one need not go further (*Imperial Oil*, at page 95);

c. An employer should not be able to avoid its windup obligations by staggering its layoffs and encouraging members to cease their employment where there is little or no chance of a recall. In the present case, the reorganization was a significant one, where the number of employees was being reduced from 1,100 to 100. The evidence demonstrates that the employees of the Plant were aware that a drastic reduction to the workforce was being implemented. While the closure of a plant may preclude a future reorganization, the converse does not hold true. A closure may be the culmination of or be preceded by a reorganization as that term has been defined in the relevant case law. To read the section otherwise would run the risk of members being excluded from their rights under the Plan because of a strategy by the company to move gradually towards the ultimate closure of a plant, without telling the members when that closure will occur. In the face of clear moves by an employer to reorganize their business so as to drastically cut employees over time leading to ultimate closure, many members will inevitably take a severance package or resign. If they do so, they should not be forced to give up their rights under the Plan. Thus the Appellant's interpretation would defeat the remedial purposes of the *PBA* and the partial windup scheme;

d. In the absence of exceptional circumstances, if employment ceases during an extended reorganization process, the employment is deemed to cease as a result of the reorganization (*Marshall Steel Limited and Associated Companies and the Superintendent of Financial Services of Ontario*, 2002 ONFST 25, at p. 6); and

e. At para. 15(m) of the Windup Decision, the Tribunal made unchallenged findings of fact that by the spring of 2008, Navistar Inc. was developing a reorganization strategy for the Plant which included a reduction in workforce from 1,100 to 100 employees within the Plant. Formal notice of a possible Plant closure was given in November 2008 and approximately 500 employees were laid off effective February 1, 2009. In considering those findings of fact alone, it was within the range of possible, acceptable outcomes for the Windup Group to be defined to include those employees who ceased to be employed between February 1, 2009 up to and including July 28, 2011 (*Dunsmuir*, at para. 47).

[42] The Tribunal made no error of law in finding that a reorganization had taken place. Further, it reasonably concluded that the Windup Group should include those employees whose employment was terminated from February 2009. Consequently, I would not give effect to this ground of appeal.

Issue 3: *In the Jurisdictional Decision, did the Tribunal err by ordering that the Acting Deputy Superintendent had the jurisdiction to rule on the credited service issue without having the issue return to the pre-hearing process?*

[43] As previously stated, the Jurisdictional Decision is the result of a pre-hearing motion brought by the Appellant dealing with the jurisdiction of the Superintendent to rule on the applicability of the 0.9 years banked pensionable service credit under s. 7.03(b)(iii) of the Plan. The Appellant argues that the Superintendent denied it procedural fairness as a result of certain comments made by the former Deputy Superintendent acting for the Superintendent during the pre-hearing discussions. The Appellant argues that the comments were not subject to settlement privilege because the former Deputy Superintendent was acting in an adjudicative capacity. Since the former Deputy Superintendent had indicated that he had no jurisdiction to rule on the credited service issue, the Appellant states that it should have been given an opportunity to address this issue in a pre-hearing context before the NOID was issued.

[44] During the hearing of the appeal, all of the grounds of appeal associated with the Jurisdictional Decision were abandoned with the exception of the Acting Deputy Superintendent's obligation to return to the pre-hearing process after having determined that he had jurisdiction to rule on the credited service issue.

[45] The Acting Deputy Superintendent's decision to proceed with the NOID and assert jurisdiction to deal with the service credit issue forms part of the Deputy Superintendent's authority when ordering a partial windup under s. 77.3(1) of the *PBA*. The Appellant had the opportunity to challenge the Deputy Superintendent's decision to assert jurisdiction over the service credit issue before the Tribunal. The Appellant has suffered no prejudice and there would be no purpose to refer the matter back to the Superintendent for more pre-hearing discussions. In addition, the NOID is an intended decision and had there been any procedural unfairness in its issuance, that unfairness was cured by the Tribunal hearing process under s. 89 of the *PBA*.

[46] The decision to proceed with the NOID was a procedural step taken by the Acting Deputy Superintendent, which clearly falls within his jurisdiction. He met the statutory requirement of issuing a notice of his intended order. It is therefore an exercise of discretion by the Acting Deputy Superintendent to proceed with the NOID rather than return to further without prejudice meetings. Deference is owed to such an exercise of discretion (*Dunsmuir*, at para. 51 and 53).

[47] Finally, I wish to comment on the Appellant's contention that the former Deputy Superintendent was acting adjudicatively during the pre-hearing meetings and that evidence from those meetings ought to have been considered. On this issue, I adopt the Tribunal's analysis at paras. 27 to 29 of the Jurisdictional Decision and had the matter been pursued at the hearing of the appeal, I would have rejected any argument that the Tribunal erred in excluding evidence from the pre-hearing settlement meetings.

[48] I would therefore not give effect to this ground of appeal.

Conclusion

[49] For these reasons, the appeal is dismissed. In the event that the parties are unable to agree on costs, both the Superintendent and Unifor shall have 15 days from the date of this decision to make written submissions on costs and thereafter the Appellant shall have 15 days to reply.

LABROSSE J.

SWINTON J.

SACHS J.

Released: JUL - 3 2015

CITATION: *Navistar Canada Inc. v. Superintendent of Financial Services*, 2015 ONSC 2797
DIVISIONAL COURT FILE NO.: 364/14
DATE: 20150703

ONTARIO

SUPERIOR COURT OF JUSTICE

DIVISIONAL COURT

SWINTON, SACHS AND LABROSSE JJ.

BETWEEN:

NAVISTAR CANADA INC.

Appellant

– and –

SUPERINTENDENT OF FINANCIAL SERVICES

Respondent

– and –

UNIFOR (formerly CAW-CANADA) AND ITS LOCALS 127 AND 35

Added Party

REASONS FOR JUDGMENT

Labrosse J.

Released: July 3, 2015