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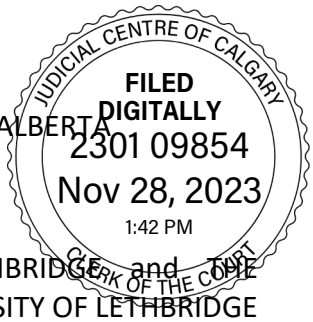

COURT FILE NUMBER	2301 09854
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	THE UNIVERSITY OF LETHBRIDGE and THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE
RESPONDENTS	JONAH PICKLE, PAUL VIMINITZ, and FRANCES WIDDOWSON
DOCUMENT	**BRIEF OF THE APPLICANTS, THE UNIVERSITY OF LETHBRIDGE AND THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE for SPECIAL CHAMBERS APPLICATION**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Attention: Matthew A. Woodley Reynolds Mirth Richards & Farmer LLP [redacted] File No: 115967-004-MAW

BRIEF OF THE APPLICANTS

DATE OF HEARING: June 5, 2024

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I. INTRODUCTION

1. In *Weber v Ontario Hydro*[1] and its progeny, the Supreme Court of Canada has repeatedly made clear that "where labour legislation provides for the final settlement of disputes arising from a collective agreement, the jurisdiction of the arbitrator or other decision-maker empowered by this legislation is exclusive."[2] This principle applies in this case with regard to one of the Applicants in the Originating Application for Judicial Review, Assistant Professor Paul Viminitz ("Viminitz"). This Court should strike Viminitz as an Applicant from the Originating Application for Judicial Review as the arbitrator under a collective agreement has the exclusive jurisdiction to adjudicate his allegations, and has the necessary jurisdiction to grant an adequate remedy.

2. On July 26, 2023, Jonah Pickle, Viminitz, and Frances Widdowson filed an Originating Application for Judicial Review (the "Judicial Review Application") against the University of Lethbridge and the Governors of the University of Lethbridge (collectively, the "University").

3. The dispute in the Judicial Review Application, as regards Viminitz, relates to matters covered by the Collective Agreement existing between the University and Viminitz's bargaining agent, the University of Lethbridge Faculty Association (the "Faculty Association"). The essential or core character of Viminitz's allegation is that the University's decision to cancel Frances Widdowson's talk violated his right to academic freedom under the Collective Agreement. This is a matter for which the Collective Agreement and its dispute resolution process has exclusive jurisdiction.

4. In fact, the Faculty Association filed a grievance pursuant to the Collective Agreement; that process is ongoing. Viminitz's attempt to also proceed through a Court application for judicial review creates what is, in essence, a duplicative proceeding, and is inconsistent with the exclusive jurisdiction of an arbitrator to hear and decide the essential issues in the dispute between the University and Viminitz. Further, in the event

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[1] ***Weber v Ontario Hydro***, [1995] 2 SCR 929, 1995 CanLII 108 **[TAB 1]**.
[2] ***Northern Regional Health Authority v Horrocks***, 2021 SCC 42 at para 15 **[TAB 2]**.

this Honourable Court concludes that a labour arbitrator does not have exclusive jurisdiction over this dispute, Viminitz has failed to exhaust adequate alternative remedies, and this Court should decline to exercise its discretion to hear the application for judicial review in relation to him.

5. The University recognizes that this application will not resolve the entirety of this action. The judicial review application will proceed in relation to the other named applicants. While the University reserves the right to raise issues of standing in its written arguments responding to the judicial review application, resolving the issue of Viminitz's involvement prior to the parties being required to deliver their substantive written submissions is consistent with Rules 1.2(2)(a) and 1.2(2)(b).[3] Given the nature of the issues raised in the Originating Application for Judicial Review, it will be necessary for the parties to address significant portions of both their written and oral arguments to the alleged constitutional rights held by each of the applicants in their unique capacities (in relation to Jonah Pickle, as a student; in relation to Frances Widdowson, as an invited speaker; and in relation to Viminitz, as a faculty member). The Court would then be required to devote its resources to considering and deciding on each of these unique claims.

6. However, if the University's position is accepted by the Court, it will not be necessary for the parties to argue—nor for the Court to adjudicate—the issues presented relating to Viminitz. This application therefore provides the Court with an opportunity to simplify the issues to be determined in the underlying application.

II. FACTS

7. The Originating Application for Judicial Review alleges that, in November 2022, Viminitz invited Frances Widdowson to speak at the University (the "Widdowson Event").[4] At the Widdowson Event, Widdowson would speak on "How Woke-ism Threatens Academic

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[3] *Alberta Rules of Court*, Alta Reg 124/2010.
[4] Originating Application for Judicial Review at para 4.

Freedom".[5] The Widdowson Event was scheduled to take place on February 1, 2023.[6] In January 2023, significant backlash to the Widdowson Event developed.[7] On January 30, 2023, the University announced that it would not provide space for the Widdowson Event on the University's campus.[8]

8. The Parties have agreed to the foundational facts for this Application.[9] The Statement of Agreed Facts states:

   a. Paul Viminitz is an employee of the University of Lethbridge subject to the University of Lethbridge Academic Staff Collective Agreement between the University of Lethbridge and the University of Lethbridge Faculty Association.

   b. Attached as Appendix "A" to the Statement of Agreed Facts is a true copy of the University of Lethbridge Academic Staff Collective Agreement in place from July 1, 2020 to June 30, 2024 between the University of Lethbridge and the university of Lethbridge Faculty Association.

   c. On March 6, 2023, Paul Viminitz presented an allegation of a grievance to the University of Lethbridge Faculty Association. Attached as Appendix "B" to the Statement of Agreed Facts is a true copy of the allegation.

   d. Attached as Appendix "C" to the Statement of Agreed Facts is a true copy of the grievance filed by the University of Lethbridge Faculty Association on April 18, 2023.

   e. The above facts have been agreed to by the Parties for the purposes of the Respondents' application to strike.

9. As noted, following the cancellation of the Widdowson Event, on March 6, 2023, Viminitz presented an allegation (the "Allegation") of a grievance to the Faculty Association.[10] The Allegation requests the Faculty Association "undertake a preliminary investigation into my grievance complaint as set out herein regarding violations of

[5] Originating Application for Judicial Review at para 4.
[6] Originating Application for Judicial Review at para 4.
[7] Originating Application for Judicial Review at para 8.
[8] Originating Application for Judicial Review at para 9.
[9] Statement of Agreed Facts.
[10] Statement of Agreed Facts, Appendix B.

Articles 1.01.1, 11.01.1, 11.01.5, 11.02.1, 11.02.5, and 11.03.1".[11] The Allegation asserts that the University:

> violated the CA by engaging in 'institutional censorship contrary to Article 1.01.2(a), and engaged in unfair discrimination, interference, restriction or coercion practiced with respect to any Member in regard to any terms or conditions of employment by reasons of age, race, colour, ethnicity, national origin, philosophical, political, or religious affiliation or belief, gender, sexual orientation, marital status, or physical disability, or contrary to the provisions of any relevant legislation, contrary to Article 11.02.5 of the CA.[12]

10. At its core, the Allegation asserts that the University's decision to cancel the Widdowson Event violated its obligations under Articles 1.01.2 and 11.01.1 of the Collective Agreement to protect academic freedom.[13]

11. On April 18, 2023, the Faculty Association filed a grievance (the "Grievance") relating to Viminitz's Allegation. The Grievance alleges that the University's cancellation of the Widdowson Event is "a violation of Dr. Viminitz's academic freedom in performing service to the university and society as set out in Article 11.01.1, as well as Article 1.01.2. The Cancellation is also a violation of the University's own Statement on Free Expression".[14]

12. Article 1.01.2 of the Collective Agreement states:

> The common good of society depends upon the search for truth and its free exposition. Academic Freedom is essential to these purposes:
>
> (a) Members are entitled to the freedom to carry out their research and to publish the results, to the freedom to teach and discuss their subjects, and to the freedom from institutional censorship;
>
> (b) Academic Freedom carries with it the duty to use that freedom in a responsible way;

[11] Statement of Agreed Facts, Appendix B.
[12] Statement of Agreed Facts, Appendix B [emphasis in original].
[13] Statement of Agreed Facts, Appendix B.
[14] Statement of Agreed Facts, Appendix C.

(c) Academic Freedom does not confer legal immunity; nor does it diminish one's obligation to meet one's responsibilities under this Collective Agreement.[15]

13. Article 11.01.1 of the Collective Agreement states:

> The Board and Association recognize the need to protect academic freedom. Academic freedom is generally understood as the right to teach, engage in scholarly activity, and perform service without interference and without jeopardizing employment. This freedom is central to the University's mission and purpose and entails the right to participate in public life, to criticize University or other administrations, governments or public figures, to champion unpopular positions, to engage in frank discussion of controversial matters, to raise questions and challenges which may be viewed as counter to the beliefs of society, and to act according to the Member's standards as a professional in the Member's field.[16]

III. ISSUES

14. The only issue this Court must decide in this Application is:

a. Should Viminitz be struck as an Applicant from the Originating Application for Judicial Review?

IV. ARGUMENT

15. Rule 3.68 of the *Alberta Rules of Court* permits the Court to strike a portion of a claim where, among other things, the Court lacks jurisdiction to consider the claim.[17]

A. Jurisdiction to resolve Viminitz's allegation is solely held by a labour arbitrator under the Collective Agreement

16. Article 9 of the University of Lethbridge Academic Staff Collective Agreement (the "Collective Agreement") governs the grievance process for Faculty. Under Article 9.03.6, if an informal meeting and a formal meeting are unable to resolve the grievance, the grievance will proceed to arbitration. Section 135 reads:

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[15] Statement of Agreed Facts, Appendix A, Article 1.01.2.
[16] Statement of Agreed Facts, Appendix A, Article 11.01.1.
[17] *Alberta Rules of Court*, *supra* note 3, r 3.68(2)(b).

> Every collective agreement shall contain a method for the settlement of differences arising
>
> (a) as to the interpretation, application or operation of the collective agreement,
> (b) with respect to a contravention or alleged contravention of the collective agreement, and
> (c) as to whether a difference referred to in clause (a) or (b) can be the subject of arbitration
>
> between the parties to or persons bound by the collective agreement.[18]

17. These provisions exist to ensure compliance with section 135 and 136 of the *Labour Relations Code*, which requires collective agreements to contain methods for settling disputes and, if an agreement does not contain such a clause, deems model clauses to be included.[19]

18. Beginning in *St Anne Nackawic Pulp & Paper v CPU*,[20] the Supreme Court has repeatedly emphasized that provisions such as section 135 confer "exclusive jurisdiction on the decision-maker appointed thereunder — typically, a labour arbitrator".[21] These principles have been consistently repeated, including recently by the Alberta Court of Appeal in *Prodaniuk v Calgary (City)*.[22]

19. Allowing parties recourse to the courts to resolve claims rooted in alleged contraventions of the collective agreement would "undermine the integrity of the labour arbitration scheme and the labour relations system as a whole".[23] The purpose of creating a separate scheme for resolution of labour disputes would be destroyed if

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[18] Agreed Statement of Facts, Appendix A, Article 135.
[19] *Labour Relations Code*, RSA 2000, c L-1, ss 135-136.
[20] ***St Anne Nackawic Pulp & Paper v CPU***, [1986] 1 SCR 704, 1986 CanLII 71 **[TAB 3]**.
[21] ***Northern Regional Health Authority v Horrocks***, *supra* note 2 at para 17.
[22] ***Prodaniuk v Calgary (City)***, 2023 ABCA 165 at para 7 ["Since its decision in *St. Anne Nackawic Pulp & Paper v CPU*, [1986] 1 SCR 704, the court has consistently held that where a complete statutory labour relations regime exists, one that provides a comprehensive code governing all aspects of labour relations including expert adjudication of disputes by third parties, it would offend the legislative scheme to permit the parties to circumvent that process and have recourse initially to the courts"] **[TAB 4]**.
[23] ***Northern Regional Health Authority v Horrocks***, *supra* note 2 at para 18.

courts permitted concurrent jurisdiction over disputes arising from collective agreements:

> …if the courts are available to the parties as an alternative forum, violence is done to a comprehensive statutory scheme designed to govern all aspects of the relationship of the parties in a labour relations setting.
>
> […]
>
> …the grievance and arbitration procedures provided for by the Act and embodied by legislative prescription in terms of a collective agreement provide the exclusive recourse open to parties to the collective agreement for its enforcement.[24]

20. In *Weber*, the Supreme Court expanded the exclusive jurisdiction of labour arbitrators to include jurisdiction over tort and *Charter* claims arising from the collective agreement.[25] The question is whether the "essential character" of the dispute arose from the collective agreement.[26] If it did, regardless of its specific legal styling, the labour arbitrator has exclusive jurisdiction.

21. If the dispute did not arise from the collective agreement, or the claimant sought remedies the arbitrator could not grant, the matter could proceed in the courts.[27]

22. In *Horrocks*, the Supreme Court affirmed these principles, holding that arbitrators under a collective agreement have exclusive jurisdiction over matters typically covered by competing statutory tribunals if (1) the legislation grants the arbitrator exclusive jurisdiction over any matters, with the understanding that mandatory dispute resolution clauses grant labour arbitrators exclusive jurisdiction to decide "all disputes arising from the collective agreement", and (2) whether the dispute at issue falls within that jurisdiction.[28] This inquiry analyzes the facts, not the legal characterization.[29]

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[24] ***St Anne Nackawic Pulp & Paper v CPU***, *supra* note 20 at para 20.
[25] ***Northern Regional Health Authority v Horrocks***, *supra* note 2 at para 19.
[26] ***Weber v Ontario Hydro***, *supra* note 1 at para 67.
[27] ***Northern Regional Health Authority v Horrocks***, *supra* note 2 at para 23.
[28] *Ibid* at paras 39-40.
[29] *Ibid* at para 40.

23. The essential character of a dispute is determined by the surrounding facts.[30] If the "essential character" of the dispute concerns a matter covered by the collective agreement, then the labour arbitrator has exclusive jurisdiction.[31]

24. The Alberta Court of Appeal recently decided a similar case in *Lam v University of Calgary*.[32] There, the Court upheld the chamber judge's and master's decision to strike Mr. Lam's claim on the grounds that Mr. Lam's allegations all concerned matters covered by the collective agreement in place.[33] The Court defined the "essential character" of the dispute, with reference to the nature of the dispute and the ambit of the collective agreement, as all relating to Mr. Lam's employment with the University.[34] The Court further held there was "no room" to invoke its inherent jurisdiction, as "none of Mr. Lam's complaints fall outside the ambit of the agreement."[35]

25. In *Prodaniuk v Calgary (City)*, the Court of Appeal upheld a chambers judge's decision to strike her claims against the Calgary Police under Rule 3.68(2) on the grounds that the essential character of the dispute was covered by her collective agreement. The chambers judge held that the "essential character" of the dispute was the appellant's workplace conditions and the Employer's alleged failure to respond to those allegations.[36] Referring to the "long line of cases" emanating from *Weber*, the chambers judge held that the Court was required "to defer to the dispute resolution process set out in a statutory labour regime and decline to take jurisdiction in a parallel proceeding filed in the courts".[37] Further, the chambers judge held that the labour relations model did not deprive the appellant of an effective remedy.[38] The chambers judge did accept

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[30] ***Prodaniuk v Calgary (City)***, *supra* note 22 at para 30.
[31] *Ibid* at para 8.
[32] ***Lam v University of Calgary***, 2022 ABCA 211, leave to appeal to SCC refused, 39959 (March 24, 2022) **[TAB 5]**.
[33] *Ibid* at paras 28-29.
[34] *Ibid* at para 26.
[35] *Ibid* at para 29.
[36] *Ibid* at para 13.
[37] *Ibid* at para 13.
[38] *Ibid* at para 14.

that certain winding up and oppression claims under the *Business Corporations Act* should not be summarily dismissed, though this was overturned on appeal.[39]

26. The Court of Appeal upheld the chambers judge's decisions as it relates to the exclusive jurisdiction models. The Court noted that arbitrators—in that case under the *Police Officers Collective Bargaining Act*, in this case under the *Labour Relations Code*—are empowered to determine all constitutional questions before them.[40] The appellants *Charter* claims were, as stated in *Weber*, "a component of the labour dispute".[41] The Court emphasized the Legislature's decision to empower labour arbitrators to decide constitutional questions, and the importance of the Court's respect for that decision:

> Once again, it is necessary to recognize how the Legislature has spoken on this topic. It has done so plainly by the *Administrative Procedures and Jurisdiction Act* and the *Designation of Constitutional Decision Makers Regulation* which specifically empower arbitrators under [*Police Officers Collective Bargaining Act*] to determine all questions of constitutional law and thereby allow for a just and appropriate remedy. It will be for a future arbitrator to decide whether the arbitrator possesses and should exercise any competence to disapply Clause 4.02, but the arbitrator should have the first opportunity to decide that point. It is premature for this Court to deal with it.[42]

27. Regarding residual jurisdiction and adequate remedy, the Court noted that it should only exercise its residual discretion and nevertheless hear a dispute if the dispute resolution process under the collective agreement cannot provide the remedy required to resolve the dispute.[43] In that case, there was no evidence that the remedies under the Collective Agreement were inadequate.

28. The same principles that applied in *Prodaniuk* and in *Weber* apply in this case.

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[39] *Ibid* at paras 15, 44.
[40] *Ibid* at para 25, referring to the *Administrative Procedures and Jurisdiction Act*, RSA 2000, c A-3 and the *Designation of Constitutional Decision Makers Regulation*, Alta Reg 69/2006.
[41] ***Weber v Ontario Hydro***, *supra* note 1 at para 60; ***Prodaniuk v Calgary (City)***, *supra* note 22 at para 27.
[42] ***Prodaniuk v Calgary (City)***, *supra* note 22 at para 28.
[43] *Ibid* at para 30.

29. This Court lacks the jurisdiction to consider Viminitz's dispute with the University. Viminitz's dispute should proceed through the grievance process and, if it continued to that point, should be decided by a labour arbitrator. The legislature has intentionally created a statutory framework which requires that a labour arbitrator be the first to consider and decide these issues—even those matters relating specifically to the *Charter*.

30. The fact that Viminitz's claim may involve *Charter* rights is not sufficient to deprive the arbitrator of their exclusive jurisdiction under the Collective Agreement. Provided the legislation "empowers the arbitrator to hear the dispute and grant the remedies claimed," and the essential character of the dispute is captured by the collective agreement, the arbitrator has "exclusive jurisdiction… to deal with all disputes between the parties arising from the collective agreement".[44]

31. In fact, Viminitz has begun this process. He has submitted the Allegation. The Faculty Association issued its Grievance against the University. That process is ongoing.[45]

32. Should the Grievance proceed to arbitration, the labour arbitrator would be empowered to decide all questions raised in this judicial review application as they relate to Viminitz. Labour arbitrators under the *Labour Relations Code* are empowered to decide "all questions of constitutional law," including questions involving *Charter* rights.[46] This is not a situation where a labour arbitrator could not provide sufficient remedy.

33. The dispute between Viminitz and the University is covered by the Collective Agreement. The "essential character" of the dispute between Viminitz and the University concerns Articles 1.01.2 and 11.01.1 of the Collective Agreement, governing academic freedom, and whether the University breached these principles and its obligations to Viminitz under the Collective Agreement by cancelling the Frances

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[44] ***Weber v Ontario Hydro***, *supra* note 1 at para 67.
[45] Statement of Agreed Facts at para 1.
[46] *Designation of Constitutional Decision Makers Regulation*, Alta Reg 69/2006, Sch 1.

Widdowson Event. While the *Charter* is implicated by the complaint, that alone is not sufficient to strip the labour arbitrator of their jurisdiction.

34. Viminitz does not seek a remedy in this action that a labour arbitrator would be unable to provide in a grievance arbitration.

B. This Court should strike Viminitz because he has not exhausted adequate alternative remedies before proceeding to Court

35. Even if the Collective Agreement and *Labour Relations Code* did not limit this Court's jurisdiction, this Court should strike Viminitz from the Judicial Review Application because he has not exhausted adequate administrative remedies before proceeding to Court.

36. Parties are generally required to exhaust adequate alternative remedies before commencing a judicial review. The Court may exercise its discretion to refuse a judicial review where internal administrative processes provide an "adequate alternative remedy".[47]

37. Determining whether an alternative remedy is "adequate" is a broad, contextual test.[48] Courts should consider "not only the available alternative, but also the suitability and appropriateness of judicial review in the circumstances".[49] The analysis is a "type of balance of convenience analysis" where the Court assesses whether the alternative remedy, or judicial review, is more fitting.[50] The Supreme Court in *Strickland* quoted with approval the following passage from David J. Mullan:

> While discretionary reasons for denial of relief are many, what most have in common is a concern for balancing the rights of affected individuals against the imperatives of the process under review. In particular, the courts focus on the question of whether the application for relief is appropriately respectful of the statutory framework within which that application is taken and the normal processes provided by that framework and the common law for challenging

[47] ***Strickland v Canada (Attorney General)***, 2015 SCC 37 at paras 40-41 **[TAB 6]**.
[48] *Ibid* at para 42.
[49] *Ibid* at para 43.
[50] *Ibid* at para 43.

> administrative action. Where the application is unnecessarily disruptive of normal processes . . . the courts will generally deny relief.[51]

38. Recourse through established labour avenues, such as collective agreements, are commonly held to be adequate alternative remedies. For instance, in *Gupta v Canada (Attorney General)*, the Court held that Dr. Gupta's application for judicial review of National Resources Canada's decision to adopt an investigation report was premature.[52] Dr. Gupta had "not exhausted the available alternative remedies" – he needed to first exhaust the grievance procedure under the *Labour Relations Act*, which appeared capable of addressing his concerns.[53]

39. In a widely cited decision, Justice Stratas explained that the "normal rule is that parties can proceed to the court system only after all adequate remedial resources in the administrative process have been exhausted".[54] Courts should not interfere with "ongoing administrative processes" until those processes are completed or are shown to lack effective remedies.[55] This principle prevents fragmentation or duplication of proceedings, and "avoids the waste" associated with early judicial intervention, when the applicant may ultimately succeed.[56] Further, this respects the legislature's decision to empower administrative decision-makers to resolve disputes.[57]

40. There are no "exceptional circumstances" in this case sufficient to overcome this strong presumption. The "threshold for exceptionality is high".[58]

41. These principles apply to Viminitz. There is no indication in the Allegation or the Grievance that Viminitz seeks relief that an arbitrator under the Collective Agreement

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[51] *Ibid* at para 44 [emphasis in original], citing David J Mullan, "The Discretionary Nature of Judicial Review" in Robert J. Sharpe and Kent Roach, eds., *Taking Remedies Seriously: 2009*, 447.
[52] ***Gupta v Canada (Attorney General)***, 2020 FC 952 **[TAB 7]**.
[53] *Ibid* at paras 22-25.
[54] ***CB Powell Limited v Canada (Border Services Agency)***, 2010 FCA 61 at para 30 **[TAB 8]**.
[55] *Ibid* at para 31.
[56] *Ibid* at para 32.
[57] *Ibid*.
[58] *Ibid* at para 33.

could not provide. The grievance process is available to address exactly the kinds of dispute Viminitz has with the University.

42. Permitting Viminitz to remain as an applicant in the judicial review application would duplicate proceedings, risk conflicting decisions from this Court and from the labour arbitrator, be an inefficient use of scarce judicial resources, and would fail to respect the Legislature's clear indication that it wishes disputes under Collective Agreements to proceed through labour arbitrators, even if those disputes raise constitutional issues.

V. CONCLUSION

43. The appropriate avenue for Viminitz to seek relief is the grievance process under the Collective Agreement, not through judicial review in the Courts. In fact, he has exercised that right and his bargaining agent has filed a grievance arising out of the same dispute.

44. The dispute plead in this action relating to Viminitz is covered by the Collective Agreement. The factual basis for the dispute is the University's alleged violation of Articles 1.01.2 and 11.01.1 of the Collective Agreement in cancelling Frances Widdowson's talk. As the Supreme Court has consistently made clear, labour arbitrators have the exclusive jurisdiction to resolve disputes based in facts covered by the Collective Agreement, even if the disputes involve a constitutional element.

45. Further, by failing to proceed first through the grievance process, Viminitz has prematurely brought this application and has failed to exhaust adequate alternative remedies. The Legislature has created the labour arbitration scheme under the *Labour Relations Code* to provide redress. That avenue could provide Viminitz with remedy for the alleged violations of the Collective Agreement. Permitting him to remain in the Judicial Review Application risks duplicating proceedings, conflicting determinations, and would permit him to jump the legislated queue in the *Labour Relations Code* and the Collective Agreement.

46. Based upon the materials files and the above submissions, the Applicants respectfully request an Order granting this Application, striking Viminitz as an applicant from the

judicial review application under Rule 3.68(2); and granting the costs of this Application to the University.

All of which is respectfully submitted at Edmonton, Alberta, this 28th day of November, 2023

REYNOLDS MIRTH RICHARDS & FARMER LLP
Solicitors for the Plaintiffs

Per: _____
Matthew A. Woodley and Case Littlewood (student at law)

VI. LIST OF AUTHORITIES

1. *Weber v Ontario Hydro*, [1995] 2 SCR 929, 1995 CanLII 108
2. *Northern Regional Health Authority v Horrocks*, 2021 SCC 42
3. *St Anne Nackawic Pulp & Paper v CPU*, [1986] 1 SCR 704, 1986 CanLII 71
4. *Prodaniuk v Calgary (City)*, 2023 ABCA 165
5. *Lam v University of Calgary*, 2022 ABCA 211
6. *Strickland v Canada (Attorney General)*, 2015 SCC 37
7. *Gupta v Canada (Attorney General)*, 2020 FC 952
8. *CB Powell Limited v Canada (Border Services Agency)*, 2010 FCA 61