Court of Queen's Bench of Alberta

Citation: Savoie v. Alberta Union of Provincial Employees, 2013 ABQB 238

Date: 20130429
Docket: 1203 03563
Registry: Edmonton

Between:

Richard John Savoie

Appellant

- and -

Alberta Union of Provincial Employees

Respondent

Memorandum of Decision
of the
Honourable Mr. Justice J. J. Gill

Introduction

[1] This as an appeal from a decision of the Provincial Court which granted the Respondents' Alberta Union of Provincial Employees ("AUPE") application for summary dismissal. Pursuant to an order of Madame Justice Moreau dated September 21, 2012 the appeal was heard by way of an hearing *de novo.*

[2] The case originates from actions taken by Mrs. Savoie's former employer, the University of Calgary ("the Employer") in 2007 and 2008. Mrs. Savoie is the wife of the Appellant. She was unhappy with the actions of the Employer and consequently filed four grievances through the Respondent Alberta Union of Provincial Employees ("AUPE"). An arbitration was scheduled to hear the grievances. The Employer made offers to settle the grievances which were looked on favourably by AUPE but were unacceptable to Mrs Savoie. AUPE reviewed the file and decided to cancel the arbitration. On behalf of his wife the Appellant John Savoie commenced the action

in Provincial Court claiming damages for breach of the duty of fair representation, deceit and fraud.

Background

[3] The detailed factual background is contained in affidavits and briefs filed by the Savoies and AUPE. I find the summary of the facts in the Respondent's brief to be accurate. Part of it is reproduced in this judgment.

[4] Mr. Savoie has a General Power of Attorney for his wife. Mrs. Savoie has not been declared to be incapable of handling her own affairs.

[5] Mrs. Savoie was an employee of the Employer from January 1997 until approximately August 2009.

[6] AUPE is a trade union which is a collective bargaining agent acting on behalf of many groups of workers including the support staff of the University of Calgary. AUPE was at all relevant times the sole bargaining agent for Elaine Savoie and other employees of the Employer pursuant to section 74(2) of the *Public Service Employees Relations Act*, RSA 2000, Cp-43 ("PSERA"). AUPE is deemed to be the certified bargaining agent for bargaining units described as "all employees when employed in general support services".

[7] The terms of conditions of employment for the University of Calgary are governed by the *Public Service Employees Relations Act*, and the collective agreement entered into by the University of Calgary and AUPE.

[8] In 2007, Mrs. Savoie was an employee with the Faculty of Kinesiology of the University of Calgary, employed as a Financial Business Officer when an investigation into the cash-payments practice was commenced.

[9] On November 6, 2007 the Dean called a staff meeting at which time Mrs Savoie and the rest of the staff were advised that the manager had been removed his position. On the same day, Mrs Savoie was ordered off of work by her doctor until January 22, 2008 for a stress-induced medical condition.

[10] On January 18, 2008, during Mrs. Savoie's return to work meeting she was offered a lower paid position. The Employer indicated that this position would be red-circled. As an alternative, the Employer offered her a severance package. Mrs. Savoie accepted the new position.

[11] By letter of discipline dated March 10, 2008 Mrs Savoie was advised that while there was no finding of fraud, she and two others had been found to have breached the University policy, the *Income Tax Act*, the Employment Standards Code and the Collective Agreement.

[12] On April 28, 2008 Mrs. Savoie received a "performance expectation letter".

[13] In November 2008 the Employer advised Mrs. Savoie that her position was being substantially modified. She was offered and accepted the 8 month deployment package. Her last date of employment was August 2009.

[14] During 2008 Mrs. Savoie filed the following written grievances through AUPE :

1. February 4, 2008 - regarding “harassment”;

2. February 15, 2008 - regarding “ improper pay”;

3. March 17, 2008 - regarding “discipline”; and

4. May 12, 2008 - regarding a “letter of expectation”

[15] On September 9 and 16, 2008 the four grievances were advanced to arbitration. Mr. Savoie disputes this fact but I am satisfied that this in fact occurred. based on the four letters from AUPE to the Employer (two (2) dated September 9 2008, and two (2) dated September 16th, 2008) produced as Exhibit 10 in Mr. Rigutto’s affidavit (of November 2nd, 2011). Also corroborating this fact is the arbitrator’s (Mr.Wallace) letter of April 15th, 2009 confirming that arbitration dates had been scheduled for December 10,11 and 18th, 2009 (exhibit 41 of Mr. Rigutto’s supplementary affidavit).

[16] On November 19, 2008 Mrs. Savoie prepared a letter stating that she would accept an offer of settlement amounting to $411,500 from the Employer to settle the four grievances. This offer was refused by the Employer.

[17] Subsequently AUPE continued to prepare for arbitration and attempt to negotiate a settlement for Elaine Savoie.

[18] On July 7, 2009 AUPE advised Elaine Savoie that the Employer had made an offer to settle the grievances on the following terms:

a) removal of the letter of expectation (resolving grievance #844776 relating to the “letter of expectation”)

b) removal of the letter of discipline and clearing of the file (resolving grievance #844620 relating to the “discipline”)

c) with respect to the “improper pay” grievance, the Employer was prepared to concede the point and compensate her. This amount totalled $6,700.00 and amounted to a full resolution of this grievance

d) in addition to the 8 months deployment salary from which she had already benefited, the Employer offered 4 months salary from the end of the employment relationship and a tuition fee waiver for her son for one year after the end of her employment.

[19] On September 25, 2009 Mr Savoie wrote to AUPE responding to this offer to settle as follows:

> Good morning; further to our telephone conversation yesterday afternoon this is to confirm that on a without prejudice basis Elaine is prepared to accept the University's offer of settlement dated July 7 2009 together with a payment from the union of $50,000.00. These two payments would settle all grievances and other issues between Elaine, the University and the AUPE. We will advise you with the lawyer's name and address where these funds are to be sent when you confirm your acceptance. Please contact us at your convenience if you require further information.

[20] On November 5th,2009 AUPE advised Mrs. Savoie that:

> "The Union's Grievance Review Board will be reviewing your file on November 18 or 19th, 2009. The purpose of this review is to determine whether you the Union will be proceeding with your Grievance. The Board will review a complete case summary and recommendation from the Disputes and Arbitrations Department. If you wish to make a written submission to the Board please contact Ashley Brandt at 780-930-3327 or by email at a.brandt@aupe.org. Also, if you would like to request to appear in front of the Board, please also contact Ashley Brandt no later than Monday, November 16, 2009. If you require further information regarding your grievance please contact your Membership Services Officer/Union Representative at the phone number shown below. Enclosed, for your information, is a copy of the Terms of Reference for the Grievance Review Board."

[21] Mr. Savoie wrote to AUPE on November 15 th,2009 objecting to the proposed process and the list of facts included in the case summary. Mr. and Mrs. Savoie did not attend the Grievance Review Board meeting on November 19, 2009.

[22] On November 19, 2009 AUPE sent a letter to Elaine Savoie attaching a letter from the Employer setting forth its most recent settlement offer and informed Mrs. Savoie that the AUPE Grievance Review Board had examined her case in detail and had come to the conclusion that the University's offer had constituted the best possible resolution of her grievances and that any arbitration award would most likely be inferior to the offer. The offer from the Employer was as follows:

> In reference to the above noted file numbers and in an effort to resolve any outstanding issues with regard to these files, the University of Calgary is prepared to present the following, which represents our best and final offer;

1. Removal of the performance expectation letter dated April 28, 2008 from the personnel file of Ms. Savoie.

2. Removed of the letter of discipline dated March 10, 2008 from the personnel file of Ms. Savoie.

3. A monetary payment of $6,700.00 to address the issue of "improper pay"outlined in AUPE file #08 844555.

4. A monetary payment of $19,740.00 less required statutory deductions, representing 4 months of salary at the adjusted salary rate as identified in AUPE File #08 844555.

5. A monetary payment of $1548.27 which is the cash equivalent to one benefit year for tuition of Spouse or Dependant Child.

[23] Mr. Savoie responded to AUPE on November 29th as follows:

" The offer of settlement from the University is acceptable to Mrs. Savoie provided the AUPE add $100,000.00 to the amount of the University's offer. The total of the settlement will be $127,988.27. Alternatively Mrs. Savoie will accept the original settlement offer amount of $411,000.00 from the University."

[24] On December 3, 2009 AUPE informed Mrs. Savoie that the Grievance Review Board would be again reviewing her file on December 17, 2009. AUPE also informed Mrs. Savoie that the purpose of the review was to determine whether the Union would be proceeding with her grievance. AUPE again provided Mrs. Savoie with a complete case summary and recommendation (the "case summary and recommendation") from the Disputes and Arbitrations department which was to be presented to AUPE's Grievance Review Board as well as the terms of reference for the Board.

[25] The case summary and recommendation included the following analysis at page 3:

"Analysis

1) As can be noted from the above, the Employer has granted all of the grievances except the one based on harassment. In addition the Employer has added to its offer an additional four months severance and one year free tuition for the Grievor's son;

2) While it may be argued that the employer treated the Grievor poorly during the investigation into the money-handling policy, it is highly unlikely that the harassment grievance will be successful. Since the Collective Agreement is silent with respect to "harassment" such conduct and complaint would come under the

heading of "unjust treatment" or "unfair working conditions" as contemplated by Article 14.02 of the Collective Agreement which provides that ***"differences concerning matters referred to in paragraphs (a) (unjust treatment), (b) (unfair working conditions), or (c) above shall not be submitted to Adjudication (arbitration)."*** Thus the harassment grievance is precluded from arbitration;

3) Even if this matter could proceed to arbitration it is unlikely that the Grievor would get a better resolution than the one she would receive by way of the above offer;

4) The interests of the Grievor and the Union are better served by accepting a very good offer in the circumstances of this case disregarding what can only be characterized as an unreasonable and unrealistic position on the part of the Grievor;

5) If the Offer is not accepted and the Union proceeds to arbitration, it is likely that the result will be less favourable than the offer since the Employer's offer of an additional 4 months severance and tuition waiver will be withdrawn and will not likely be included in even the most positive award; and

6) Union Counsel has made every effort to advise the Grievor that the offer of settlement is in her best interests and that the offer in indeed reasonable and fair. Awards of $50,000.00 to $400,000.00 for these types of grievances are highly unlikely. The Employer has granted 3 of the 4 grievances by way of settlement offer and preliminary objections regarding the arbitrability of the harassment grievance may be successful. Union Counsel advised the Grievor at the outset that the harassment grievances would be taken forward only if the other 3 grievances went to arbitration in order to give an Arbitration Board evidence of the whole matter from the beginning. Since there can be no better offer than the removal of the letter of discipline, letter of expectation and full payment of monies owing, the harassment grievance has no merit."

[26] AUPE asked Mrs. Savoie if she wished to make a written submission to the Grievance Review Board or to appear in front of the Board. Neither Mrs. Savoie or Mr. Savoie attended the Grievance Review Board meeting on December 17th, 2009.

[27] On December 18, 2009 AUPE wrote to Ms Savoie advising her that unanimous decision of the Grievance Review Board of AUPE was to withdraw her grievances from arbitration on the basis that: "A review of the facts confirms that the subject matters of these grievances would not be successful at arbitration."

[28] The Arbitration was cancelled and AUPE closed it's file.

The Provincial Court Action

[29] On April 4, 2011 Mr. Savoie filed the following claim against AUPE in Provincial Court:

> Mr. Richard John Savoie has been assigned a valid Power of Attorney from Mrs. Elane Savoie for dealing with and pursuing her interests related to the Alberta Union of Provincial Employees; herein after referred to as the "Union".
>
> The Union filed 4 grievances in early 2008 on behalf of Mrs. Savoie against her former employer; the University of Calgary. The grievances went unresolved and eventually in September of 2009 the Union in deceit notified Mrs. Savoie in writing that the grievances would be taken to arbitration. As the arbitration date approached the Union neglected and refused to prepare for the arbitration hearings and attempted through coercion and intimidation to have Mrs. Savoie accept a low ball offer of settlement or abandon her claim entirely. Mrs. Savoie refused to accept the offer and insisted on the arbitration hearing or a higher settlement offer. The Union then stated in writing they had no obligation to proceed with the arbitration and closed Mrs. Savoie's file. Complaints filed with the Alberta Labour Relations Board in April of 2008 and October of 2009 resulted in written decisions that Mrs. Savoie must seek a remedy through "common law". In November of 2009 the Union asked Mrs. Savoie what it would take in monetary terms to settle the matter with her former employer, she responded with an amount of $411,500; broken down into amounts for each of the injustices she had suffered from her former employer. There have been other Canadian employer arbitration awards of higher amounts than $411,500.

[30] As noted above, in a decision dated January 31st, 2012 Provincial Court Judge Young, granted the AUPE's application for summary dismissal of the action. This is an appeal from Judge's Young decision and was heard by way of an hearing *de novo.*

Application for Summary Dismissal

[31] The Defendant, AUPE, seeks summary dismissal of this claim pursuant to Rule 7.3(1) of the *Alberta Rules of Court* on the following grounds:

1) The Plaintiff's claims are without merit, therefore the Defendant is entitled to summary judgment;

2) The Plaintiff is not a proper party and does not have standing to bring the Action;

3) The Plaintiff's claims that arose before April 4, 2009 are barred by the *Limitations Act*, RSA 2000, C.L-2 and should be dismissed;

4) The Plaintiff has not plead facts that would support any cause of action;

    i) there is no merit to the Plaintiff's claim of breach of the duty of fair representation;

ii) there is no merit to the Plaintiff's claim for civil fraud;

iii) there is no merit to the Plaintiff's claim for deceit (fraudulent misrepresentation).

[32] Mr. Savoie opposes the Application.

The Law

[33] Rule 7.3(1) of the *Alberta Rules of Court* Alt Reg 124-2010 states:

> 7.3(1) A party may apply to the Court for summary judgment in respect of all or part of a claim on one or more of the following grounds:
>
> a) there is no defence to a claim or part of it;
>
> b) there is no merit to a claim or part of it;
>
> c) the only real issue is the amount to be awarded.

[34] The test for summary judgment is set out by the Court of Appeal in ***Murphy Oil Company Ltd v. Predator Corporation Ltd.*** (2006) ABCA 69 at paras 24 and 25:

> 24 Summary judgment against a plaintiff, or a plaintiff by counterclaim, will only be granted where there is no genuine issue for trial. It must be "plain and obvious" that the action cannot succeed: ***Boudreault v. Barrett*** (1998), 219 A.R. 67, 1998 ABCA 232 at para 9; ***Prefontaine v. Veale*** (2003), 339 A.R. 340, 2003 ABCA 367 at para 9. Other formulations of the curden to be met by a moving party include the "beyond doubt" standard. When a chambers or case management judge must necessarily assess the quality of weight of evidence to come to a decision, the failure of the case is not beyond a reasonable doubt: ***Lui v. Tangirala*** (2004). 131 A.C.W.S. (3d) 627, 2004 ABCA 171 at para 2.
>
> 25 The analysis of a summary judgment application is performed in two stages. In the first, the moving party must adduce evidence to show that there is no genuine issue for trial. Once the moving party has met that burden, the responding party may adduce evidence to persuade the court that there remains a genuine issue to be tried. It may choose to adduce no evidence, but then bears the risk that the judge will decide that the evidence adduced by the moving party has established that there is no genuine issue to be tried.

[35] The Supreme Court of Canada addressed the purpose of the summary judgment rule in ***Canada (Attorney General) v. Lameman*** 2008, SCC 14 at para 10:

> The summary judgment rules serves an important purpose in the civil litigation system. It prevents claims or defences that have no chance of success from proceeding to trial. Trying unmeritorious claims imposes a heavy price in terms of time and costs on the parties to the litigation and on the justice system. It is essential to the proper operation of the justice system and beneficial to the parties that claims that have no chance of success be weeded out at an early stage. Conversely, it is essential to justice that claims disclosing real issues that may be successful proceed to trial.

Analysis

[36] In the Provincial Court claim (paragraph 29 above), and in his written and oral submissions, Mr. Savoie appears to advance several causes of action against AUPE. These are breach of the duty of fair representation, deceit and fraud

Breach of the Duty of Fair Representation

[37] Mrs. Savoies' employment was governed by the PSERA, supra. As submitted by AUPE there is no codified duty of fair representation provision in the PSERA (unlike the Labour Relations Code). There is however a common law duty of fair representation which applies in this case.

[38] That common law duty was described in ***Canadian Merchant Service Guild v. Gagnon*** 1984 1 RSC 509. The Supreme Court set out five principles relating to the duty of the Union to fairly represent their employees. At page 527 Chouinard, J states:

> The following principles, concerning a union's duty of representation in respect of a grievance, emerge from the case law and academic opinion consulted.
>
> 1. The exclusive power conferred on a union to act as spokesman for the employees in a bargaining unit entails a corresponding obligation on the union to fairly represent all employees comprised in the unit.
>
> 2. <u>When, as is true here and is generally the case, the right to take a grievance to arbitration is reserved to the union, the employee does not have an absolute right to arbitration and the union enjoys considerable discretion.</u>
>
> 3. <u>This discretion must be exercised in good faith, objectively and honestly, after a thorough study of the grievance and the case,</u> taking into account the significance of the grievance and of its consequences for the employee on the one hand and the legitimate interests if the union on the other.
>
> 4. <u>The union's decision must not be arbitrary, capricious, discriminatory or wrongful.</u>

> 5. The representation by the union must be fair, genuine and not merely apparent, undertaken with integrity and competence, without serious or major negligence, and without hostility towards the employee. (Emphasis added)

[39] The nature and extent of the duty of fair representation is also described in the Nova Scotia Court of Appeal case of ***Davison v. Nova Scotia Government Employees Union*** 2005 NSCA 51. At paragraph 68 Cromwell J.(as he then was) states:

> 68 The common law duty of fair representation arises from the union's exclusive power to speak for the members of the bargaining unit: Gagnon at 526. The focus of this duty of fair representation, therefore, is the employment relationship regulated by the collective agreement. The employee's rights and responsibilities in all matters which in their essential character arise out of the interpretation, administration or alleged violation of the collective agreement: see, eg., ***Weber v. Ontario Hydro***, [1995] 2 S.C.R. 929. In such matters, the union is generally both the exclusive spokesperson for the employee and the ultimate decision-maker about whether and how a grievance will be pursued. While unions often undertake a much broader mandate to serve the interests of their members, the union's duty of fair representation is anchored in the collective agreement.
>
> 69 The duty of fair representation balances the overall interests of the membership with those of individuals. It is the nature of collective bargaining that what is in the overall best interests of the unit will be contentious and may conflict with the personal interests of some individual members. The union's duty is to fairly represent the interests of all the members of the bargaining unit. Where the interests of individual members must be balanced with those of the bargaining unit as a whole, the union has considerable discretion as to how this should be done. And, as Gagnon makes clear, the standard is not perfection. The union is free to exercise its judgment concerning the best interests of the bargaining unit provided that it does so in good faith, objectively and honestly. It must not act arbitrarily, capriciously, in a discriminatory way or with "serious or major" negligence: Gagnon at 527-528. What is in the best interests of the bargaining unit is generally a multi-faced question with no one, right answer. The duty of fair representation is imposed to prevent abuse of the union's exclusive power to represent the members of the unit, not to allow courts to second guess the union's judgment calls. (Emphasis added)

[40] In this case the Union advanced the grievances to the point of setting arbitration dates in December of 2009. During 2009 they continued to negotiate with the employer in an attempt to resolve the grievances. On July 7, 2009 the Union received an offer from the employer. This offer completely resolved 3 of the 4 grievances by providing what the Grievor had requested. In addition the offer contained an additional 4 months salary and tuition fee waiver for the griever's son. In forwarding this offer to Mrs. Savoie, AUPE advised that: "It is my opinion that the offer is very reasonable and very generous...".

[41] On September 25, 2009 Mr. Savoie advised AUPE that Ms Savoie would accept the offer from the Employer if AUPE added a payment of $50,000. A similar offer to settle was again made by the Employer on November 19th,2009. On November 29, 2009 Mr. Savoie responded on behalf of Mrs. Savoie advising that the offer of settlement from the University was acceptable to Mrs. Savoie provided that AUPE add $100,000 to the amount of the University offer.

[42] I interpret these responses to indicate that Mrs. Savoie was content with the offer from her Employer concerning resolution of her grievances because she did not request anything further from the Employer; but as a condition of settling she wanted monies from AUPE. It is important to note that the grievances were not filed against AUPE but against her employer. This request by Ms. Savoie for AUPE to pay monies to her in order to settle her grievances against the Employer was inappropriate and unreasonable.

[43] After receiving Mrs. Savoie's response to the Employer's offer, AUPE sent the file to their Grievance Review Board on 2 occasions (November 19th and December 17th) for a review and to determine "whether the Union will be proceeding with (the) Grievance". The Grievance Review Boards is comprised of 3 Vice Presidents of the Union. Mr. and Mrs. Savoie were invited to attend these reviews but did not attend.

[44] The material reviewed by the Grievance Review Boards had been prepared by AUPE staff. It contained a detailed factual review of the file and analysis of the likelihood of success if the grievances were to proceed to arbitration. The conclusions of that analysis were:

1) The offer from the employer granted all of the grievances except the one based on harassment;

2) It was highly unlikely that the harassment grievance would be successful. Due to the wording of the Collective Agreement there was likely a bar to taking this grievance to Arbitration.

3) It is unlikely that the Grievor would get a better resolution at arbitration than the outstanding offer;

4) It is likely that the result at arbitration would be less favourable as the Employer's offer of an additional 4 months and tuition waiver will be with drawn

5) Since there can be no better offer than the removal of the letter of discipline, letter of expectation and full payment of monies owing, the harassment grievance has no merit.

[45] On December 18, 2009 AUPE advised Mrs. Savoie in writing that the Grievance Review Board had met on December 17, 2009 to review her grievance and that "after careful consideration it was a unanimous decision of the Grievance Review Board to withdraw her your

grievances from arbitration. A review of the facts confirms that the subject matters of these grievances would not be successful at arbitration."

[46] A Union is the ultimate decision maker about whether and how a grievance will be pursued. The Union is free to exercise that judgement as long it does so in good faith, objectively and honestly. The decision by AUPE to cancel the Arbitration was only taken after a detailed review and analysis on two separate occasions by a 3 member panels comprised of senior officers of AUPE. It is noteworthy that the Savoies were invited to participate in those reviews but declined to do so.

[47] In this case, the Union received an offer that resolved 3 of the 4 grievances and also provided additional compensation. The 4th grievance (harassment) was one that AUPE's believed was precluded from Arbitration. The offer from the Employer was more favourable than what could be achieved after arbitration.

[48] I find that the process used by AUPE to process these grievances, negotiate the offers and evaluate the options was open, transparent, fair and reasonable. All the evidence supports the conclusion that the decision to cancel the arbitration was based on appropriate criteria and was made in good faith after a thorough analysis. The conduct of AUPE met the standards and applied the principles outlined in ***Canadian Merchant Service Guild v. Gagnon*** *and* ***Davison v. Nova Scotia Government Employees Union*** supra.

[49] The Savoies failed to provide any evidence to support the allegations contained in the Provincial Court claim or to enable them to resist the dismissal of this claim

[50] Mr. Savoie submits that the grievances were not advanced to arbitration. As outlined in paragraph 15 , the evidence is clear that this allegation is without any merit.

[51] Mr. Savoie's affidavit dated October 24, 2012 refers to the fact "there was no preparations for the arbitration hearings by either Debbie Kay or Bill Rigutto." These allegations are also without merit. The evidence is that AUPE followed a thorough process in addition to advancing these grievances to Arbitration it took steps to prepare for the Arbitration. Mr. Rigutto's affidavit of December 7, 2012 provides details of contacts made between Ms. Kay and Mrs. Savoie to prepare for the arbitration. Ms. Kay emailed Mrs. Savoie on March 17, 2009 asking for an outline of the role of the witnesses that Mrs. Savoie wanted called as Ms. Kay needed to be aware of what to expect when she interviewed these individuals (e-mail dated March 17, 2009 from Ms. Kay to Mrs. Savoie).

[52] In summary I conclude AUPE has met the burden of showing that there is no merit to the claim for breach of the duty of fair representation and that this claim is bound to fail.

Deceit and Fraud

[53] Claims for deceit or fraud require proof that a party deliberately made false statements which cause damage. The Savoies suggest that AUPE were deceitful or committed a fraud in the handling of the grievances but have failed to bring forward any evidence to support their claims.

[54] I find that AUPE has met the burden of showing that there is no merit to these claims and that they are bound to fail.

Conclusion

[55] The application for summary judgement is granted and this action is dismissed with costs. In view of this conclusion there is no need to address the other issues.

Costs

[56] The Respondent shall have its taxable costs.

Heard on the 17th day of April, 2013.
Dated at the City of Edmonton, Alberta this 29th day of April, 2013.

J. J. Gill
J.C.Q.B.A.

Appearances:

Richard John Savoie
for the Appellant

Simon Renouf, Q.C.
Simon Renouf Professional Corporation
for the Respondent