

**Federal Court of Appeal**



**Cour d'appel fédérale**

**Date: 20160406**

**Docket: A-364-15**

**Citation: 2016 FCA 104**

[ENGLISH TRANSLATION]

**CORAM: SCOTT J.A.  
BOIVIN J.A.  
DE MONTIGNY J.A.**

**BETWEEN:**

**ATTORNEY GENERAL OF CANADA**

**Applicant**

**and**

**PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA**

**Respondent**

Heard at Ottawa, Ontario, on April 6, 2016.

Judgment delivered at Ottawa, Ontario, on April 6, 2016.

**REASONS FOR JUDGMENT BY:**

**SCOTT J.A.**

Federal Court of Appeal



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BETWEEN:

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**REASONS FOR JUDGEMENT**

(Judgement delivered from the bench at Ottawa, Ontario, on April 6, 2016.)

**SCOTT J.A.**

[1] Despite the submissions provided by counsel for the applicant to the effect that the grievance adjudicator from the Public Service Labour Relations Board (PSLRB) made several errors in the decision rendered on July 22, 2015, we are not convinced that our intervention is warranted.

[2] In our opinion, the arbitrator did not commit a reviewable error in concluding that article 22 of the collective agreement between the Canada Revenue Agency (the “Employer”) and the Professional Institute of the Public Service of Canada required the Employer to reimburse employees for professional liability insurance fees that they had to pay to maintain their membership in the Ordre des comptables professionnels agréés du Québec (CPA).

[3] While considering the standard of reasonableness and according deference as required by the case law (*Delios v. Canada (Attorney General)*, 2015 FCA 117), we all agree that the arbitrator’s decision falls within the range of possible, acceptable outcomes, because the underlying reasons are based on a reasonable interpretation of the language of article 22.01 of the collective agreement. The arbitrator may have well concluded that the mandatory requirement imposed on CPA members to pay professional liability insurance fees more specifically met the second of the three conditions imposed by clause 22.01a) of the collective agreement, *i.e.* that the membership fees constituted the “payment of annual membership fees in one (1) of either the Canadian Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA), Canadian Chartered Professional Accountant (CPA), or the Certified General Accountants Association (CGA), and to one (1) of their respective provincial organizations.”

[4] Since we are unable to identify any error made by the arbitrator, the application for judicial review will be dismissed with costs fixed at \$2,500.00, including taxes and disbursements.

“A.F. Scott”

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J.A.

Certified true translation Francois Brunet, Revisor
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**FEDERAL COURT OF APPEAL**

**NAMES OF COUNSEL AND SOLICITORS OF RECORD**

**DOCKET:** A-364-15  
**STYLE OF CAUSE:** ATTORNEY GENERAL OF  
CANADA v. PROFESSIONAL  
INSTITUTE OF THE PUBLIC  
SERVICE OF CANADA

**PLACE OF HEARING:** OTTAWA, ONTARIO

**DATE OF HEARING:** APRIL 6, 2016

**REASONS FOR JUDGMENT OF THE COURT BY:** SCOTT J.A.  
BOIVIN J.A.  
DE MONTIGNY J.A.

**DELIVERED FROM THE BENCH BY:** SCOTT J.A.

**APPEARANCES:**

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ATTORNEY GENERAL OF  
CANADA

Lise Leduc FOR THE RESPONDENT  
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THE PUBLIC SERVICE OF  
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