Court of King's Bench of Alberta

Citation: Pickle v University of Lethbridge, 2024 ABKB 378

Date: 20240625
Docket: 2301 09854
Registry: Calgary

Between:

Jonah Pickle, Paul Viminitz and Frances Widdowson

Applicants

- and -

The University of Lethbridge and the Governors of the University of Lethbridge

Respondents

Decision of the
Honourable Mr. Justice O.P. Malik

I. Introduction

[1] The issue I must decide is whether I should strike the claims brought by the Respondent, Paul Viminitz (the "Respondent") in an Originating Application for judicial review ("Originating Application") in accordance with rule 3.68(2)(a) of the *Alberta Rules of Court*, Alta Reg 124/2010 on the basis that the Respondent's claims fall within the exclusive jurisdiction of an arbitrator pursuant to the terms of a collective agreement.

[2] For the reasons that follow, I find that this Court lacks the jurisdiction to entertain the Respondent's claims. Consequently, his claims are struck from the Originating Application.

II. Background

[3] In 2022, the Respondent was a professor of philosophy at the University of Lethbridge ("U of L"). Jonah Pickle was an undergraduate student at the U of L. Frances Widdowson held a doctorate in political science.

[4] In November 2022, the Respondent invited Ms. Widdowson to give a public presentation at the U of L titled "How Woke-ism Threatens Academic Freedom" (the "Event"). The Event was free and was open to U of L students and faculty and to members of the public. The format of the

Event was to have Ms. Widdowson give a lecture followed by a question-and-answer session. The Respondent expected that 30 people or so would attend.

[5] In January 2023, the U of L cancelled the Event (the "Cancellation").

[6] In 2023, the Respondent, Mr. Pickle, and Ms. Widdowson filed an Originating Application against the University of Lethbridge and its Board of Governors (the "Board") for judicial review of the Cancellation.

[7] The Respondent, Mr. Pickle, and Ms. Widdowson assert that the Cancellation was a result of the negative attention the Event received. They argue that the Cancellation precluded them from hosting the Event at the U of L and that their *Charter* freedoms of peaceful assembly and expression were unjustifiably curtailed. They seek a declaration that their *Charter* rights have been infringed and they seek an injunction requiring the U of L to permit the Event to proceed.

A. Rule 3.68

[8] Rule 3.68 provides in part:

> Court options to deal with significant deficiencies
>
> 3.68(1) If the circumstances warrant and a condition under subrule (2) applies, the Court may order one or more of the following:
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> (a) that all or any part of a claim or defence be struck out;
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> (b) that a commencement document or pleading be amended or set aside;
>
> (c) that judgment of an order be entered;
>
> (d) that an action, an application or a proceeding be stayed.
>
> 3.68(2) The conditions for the order are one that or more of the following:
>
> (a) the Court has no jurisdiction;
>
> .....

[9] The general purpose of rule 3.68 is to structure litigation in an efficient manner to obtain a timely and cost-effective result in accordance with the foundational rule set out in rule 1.2: ***Envision Edmonton Opportunities Society v Edmonton (City)***, 2011 ABQB 29, paras 47-48, cited with approval in ***Arabi v Alberta***, 2014 ABQB 98, para 38, and in ***Papaschase First Nation v McLeod***, 2021 ABQB 415, para 32. Evidence may be considered in a rule 3.68(2)(a) application (since it is expressly not prohibited, as is the case of a rule 3.68(2)(b) application).

[10] In ***Transalta Utilities Corporation v Young Estate***, 1997 ABCA 349, the Court of Appeal struck out a Statement of Claim where it found that the claims were covered by a dispute resolution procedure in a collective agreement and therefore outside of the Court's jurisdiction (para 39). The

Court confirmed that it is appropriate for an application to strike to be brought where "another forum has exclusive jurisdiction" (para 16) and where "it is beyond doubt or plain and obvious that the claims made... are within the purview of the collective agreement and their resolution exclusively reserved to the grievance and arbitration procedure..." (para 17). See also ***Kniss v Stenberg***, 2014 ABCA 73 at para 21, cited in ***Prodaniuk v Calgary (City)***, 2021 ABQB 906, para 28, aff'd in ***Prodaniuk v Calgary (City)***, 2023 ABCA 165.

B. Test to Determine Jurisdiction

[11] In ***Weber v Ontario Hydro***, [1995] 2 SCR 929, the Supreme Court confirmed that the wording of the Ontario *Labour Relations Act*, which gave the arbitrator exclusive authority to adjudicate over "all differences between the parties arising from the interpretation, application, administration or alleged violation of the agreement", granted the arbitrator excusive jurisdiction over the subject matter of the labour dispute, including the authority to grant remedies (para 67). The Supreme Court held that the test to determine proper jurisdiction is whether the "essential nature of the dispute", including constitutional questions, falls within the ambit of the collective agreement. The inquiry into whether a matter falls within the jurisdiction of an arbitrator is concerned with the "facts surrounding the dispute between the parties" and not with how the legal issues are characterized (para 43). Where the test is met, the arbitrator has exclusive jurisdiction to consider the issues and to grant appropriate remedies which may, where expressly permitted by legislation, include *Charter* remedies. In discussing whether the nature of the dispute falls within the ambit of a collective agreement, the Supreme Court held that "only disputes which expressly or inferentially arise out of the collective agreement are foreclosed to the courts" (para 54).

[12] The Supreme Court considered the implications of having arbitrators determine constitutional questions. It pointed out that this concern was alleviated as an arbitrator's decision is subject to judicial review and can therefore be corrected by the courts (paras 55 and 59). It held that while *Charter* issues may "raise broad policy concerns", they properly fall within an arbitrator's jurisdiction where they form a component of the labour dispute (para 60). It held that arbitrators may grant *Charter* remedies provided they maintain jurisdiction over the parties and the subject matter of the dispute and that they are statutorily empowered to do so (para 66).

[13] In ***Prodaniuk***, this Court had to consider whether claims brought by a member of the Calgary Police Association union were subject to the terms of a collective agreement. It reviewed the jurisdictional test (paras 35-46) and held the claims (save but one) properly fell within the arbitrator's exclusive jurisdiction to decide. In affirming the decision on appeal, the Court of Appeal held that "where a complete statutory labor relations code exists" that "governs 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 to the courts" (para 7).

[14] The Court of Appeal articulated the test for determining jurisdiction at para 8:

> The essential character of the dispute is determined not by how the legal issues are framed, but rather on the surrounding facts. The question to be answered is whether the essential character of the dispute concerns a matter that is covered by the collective agreement. That aspects of the alleged conduct may arguably extend

> beyond the ambit of the collective agreement does not alter the essential character of the dispute: ***Beaulieu*** at para 43; ***Kniss v Stenberg***, 2014 ABCA 73 at para 24, [2017] AJ No 175 (QL). Superior courts still retain constitutional supervisory jurisdiction: ***Weber*** at para 55.

[15] Where the determination of a claim falls within a labor regime's exclusive jurisdiction, courts maintain a narrow residual discretion to grant a remedy in "exceptional circumstances" (***Prodaniuk*** (ABCA), para 30) such as where the conduct of one or both parties goes beyond the agreement or where doing so is required to uphold the integrity of the labour relations system (***Young Estate***, para 32). The fact that "one party has simply failed to exercise his grievance rights under the collective agreement or is dissatisfied with the process and would prefer to proceed in court" is not sufficient to engage the court's jurisdiction: ***Young Estate***, para 34. In ***Prodaniuk***, the Court of Appeal held that the question to ask was whether there are effective dispute resolution procedures available under a collective agreement. Where there are, a real deprivation of ultimate remedy cannot be said to exist (para 30).

[16] The Court of Appeal confirmed that arbitrators may address constitutional issues given that they are explicitly empowered to do so pursuant to the *Administrative Procedures and Jurisdiction Act*, RSA 2000, c A-3 and the *Designation of Constitutional Decision Makers Regulation*, Alta Reg 69/2006 (the "*Regulation*"), which allow them to grant a "just and appropriate remedy (para 28) where those issues form an "ancillary element" to the workplace issues in dispute (para 27).

III. The Facts

A. The Booking And Cancellation Of The Event

[17] The material facts are set out in the parties' Statement of Agreed Facts filed on November 28, 2023, and in the Respondent's Affidavit sworn on July 27, 2023.

[18] On January 10, 2023, the Respondent asked his department's administrative assistant to book a room for the Event. The assistant contacted the Registrar's office, and the booking was finalized by the Registrar's office the next day.

[19] The U of L has several policies that apply to the use of its facilities for public events. These include the "Use of University Premises for Non-Academic Purposes" (the "Policy") which outlines the terms and conditions for the use of U of L premises for non-academic purposes. Clause 4.3 of the Policy stipulates that the U of L "recognizes academic freedom and permits lawful assemblies of free speech, subject to the limits set out herein". Clause 5 explains how bookings are scheduled and approved. Clause 5.1 requires that the use of U of L premises for non-academic purposes is subject to advance scheduling and prior approvals. Clause 5.2 stipulates that "all parties and individuals" seeking to book U of L premises for these purposes complete and submit a written scheduling request to campus space booking at least two weeks prior to the proposed scheduled activity. Clause 5.4 stipulates that a booking may be subject to a risk/hazard assessment.

[20] Several other U of L policies apply, such as the "Impartiality and University Faculty Utilization Policy" which states the U of L should be impartial with regard to what groups, opinion or interest are allowed to be expressed on campus and the "University of Lethbridge Statement on Free Expression" which confirms that, subject to limits set by Canadian law, the U of L is

committed to free and open critical inquiry in all matters, no matter how "offensive, unwise, immoral, or mis-guided" those views may be, and that those views should not be obstructed or interfered with by others.

[21] On January 30, 2023, and without having received any advance notice about U of L's concerns regarding the Event, the Provost and Vice President (Academic) of the U of L advised of the Cancellation and that the Event would not take place on U of L's campus.

B. The Collective Agreement

[22] It is agreed that as an employee of the Board, the Respondent is subject to the terms of a collective agreement entered into between the Board and the U of L's Faculty Association (the "Collective Agreement"). Pursuant to article 5.02, the U of L Faculty Association (the "Association") was the Respondent's bargaining agent.

[23] The purpose of the U of L is addressed in article 1.01.2 which states in part:

> (a) Members are entitled to the freedom to carry out research and to publish the results, to the freedom to teach and discuss their subjects, and to the freedom from institutional censorship;
>
> .....

[24] The main objectives of the Collective Agreement are stated at article 1.02.

> 1.02.1 The main objectives of this Collective Agreement are the specification of the terms and conditions of employment of Academic Staff and the principles of procedures that reflect procedural fairness for academic personnel decisions, the peaceful settlement of all disputes, misunderstandings and grievances, and the promotion of harmonious relations between the Board and the Association.
>
> 1.02.2 The Board and the Association acknowledge that:
>
> (a) they have a joint responsibility for the reasonable and just execution of the terms of the Collective Agreement; and
>
> (b) subject to the provisions of the Post-Secondary Learning Act, Labor Relations Code, and all applicable provincial and federal statutes, this Collective Agreement is binding on the Association, the Academic Staff, and the Board.

[25] Article 11 of the Collective Agreement addresses academic freedom which article 11.01.1 defines as follows:

> 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.

[26] Importantly, article 11.01.6 stipulates that employees of the Board remain subject to the terms of the Collective Agreement when interacting with the broader community:

> When addressing themselves to the community at large, Members retain the rights and responsibilities which flow from the concept of academic freedom as defined in Article 11.

[27] Article 11.02.05 prohibits unfair discrimination with respect to the terms or conditions of employment on various enumerated grounds.

[28] Article 9 of the Collective Agreement's grievance procedure between the Board and Association provides:

> 9.02.1 A grievance is a claim that there has been a violation, improper application or non-application of the terms of this Collective Agreement. A grievance shall be settled in accordance with the terms of this Collective Agreement...

[29] Article 9.03 set out the grievance process. If an informal meeting between parties does not resolve the matter, then formal notice of the grievance must be provided to the other party. Receipt of formal notice requires the other party to investigate within 10 days and to provide a report with recommendations to resolve the dispute (article 9.03.5(d)). Where the parties still cannot resolve their disagreement, the grievance is referred to an arbitrator (article 9.03.6(c)) who is appointed in accordance with the *Alberta Labor Relations Code*, RSA 2000 c L-1 (the "*Code*") (article 9.03.6(e)). The arbitrator conducts the arbitration in accordance with the *Code* (article 9.06.3(f)) and provides the parties with a final and binding decision (article 9.03.6(g)).

[30] Section 128 of the *Code* provides that its provisions are binding on the bargaining agent and every employee on whose behalf it was bargaining collectively. Section 135 provides that 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.

[31] Section 136 provides a model clause that is deemed to apply if a collective agreement does not contain the requisite method for resolving differences set out in section 135. Section 143 of the *Code* grants the arbitrator wide powers to provide a final and binding settlement of a dispute, including a decision regarding "any preliminary or jurisdictional issue" (section 143(2)(h)). The powers granted to an arbitrator referred to in the *Code* include the determination of all questions of constitutional law: section 2 of the *Regulation*.

C. The Grievance

[32] On March 6, 2023, the Respondent wrote a letter (the "Letter") to the Association's grievance committee, asking that it investigate his complaints of institutional censorship, academic freedom, and discrimination, and itemized the specific provisions of the Collective Agreement which he believed had been breached, namely articles 1.01, 11 and 11.02.5, respectively.

[33] As far as I can tell, the Respondent believed his involvement in organizing the Event fell within the purview of his terms of employment and the rights and obligations conferred upon him under the Collective Agreement. He expressed the view that in organizing the Event, he was doing so in "partial fulfilment of my service obligations for Members of the [U of L] community" and that "[c]ancelling the talk I organized for the benefit of faculty and students, deprived me of the right to "engage in scholarly activity... and perform service without interference". He added:

> The [Event] engaged with ideas founded in well-established tradition of political philosophy. The [Collective Agreement] confers upon me a right to determine when and how to properly engage these ideas to promote an exploration of criticisms of 'wokeism' and the wider impact of University policies and practices at odds with liberal democratic values and principles using university facilities.

[34] He concluded the Letter by saying:

> It is for these reasons as set out above that I make the request pursuant to the U of L's Faculty Association Bylaws and the Collective Agreement. Grievances need to be filed to ensure the Members' rights and obligations to uphold and defend academic freedom as guaranteed under the Collective Agreement and the requirements placed on the University of Lethbridge by the Government of Alberta are preserved.

[35] On April 18, 2023, the Association provided the U of L with formal notice ("Formal Notice") that it was filing the Grievance in accordance with article 9.03.4 of the Collective Agreement. The Association stated:

> The cancellation of Dr. Widdowson's talk is a violation of [his] 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.

[36] Contrary to article 9.03.5(d) of the Collective Agreement, the Board has yet to provide the Association with its written report.

IV. The Parties' Arguments

[37] The Board argues that the essential nature of the matters the Respondent seeks to litigate falls exclusively within the ambit of Collective Agreement. The Arbitrator has jurisdiction to hear the Respondent's constitutional issues and is empowered to provide a sufficient remedy. While the Respondent's matters have not yet proceeded to an arbitrator, the Collective Agreement permits the Respondent's matters to be fully considered and determined. The Respondent has not demonstrated that there are "exceptional circumstances" within the scheme of the Collective Agreement or the facts of the case which would deny him a remedy. In the result, it is the Board's position that this Court lacks jurisdiction to hear the matter.

[38] The Respondent characterizes the essential nature of his dispute as pertaining to freedom of expression and freedom of peaceful assembly, ancillary to matters that fall within the ambit of the Collective Agreement and that consequently, section 135 of the *Code* is not engaged. He argues that the *Codes* does not empower an arbitrator to issue a binding declaration of invalidity and that as a result, he is deprived of an effective remedy.

[39] The Respondent argues that section 135 of the *Code* is a "weak exclusivity clause" when compared with its corresponding provision of the *Ontario Labour Relations Act* which the Supreme Court considered in ***Weber***. He says that the wording of the Ontario provision, which referenced "all differences... arising from the interpretation, application, administration or alleged violation..." is stronger than the wording in section 135 which provides for the settlement of "differences arising as to the interpretation, application or operation of the collective agreement or with respect to a contravention or alleged contravention..." (emphasis is the Respondent's). He concludes that the Alberta Court of Appeal in ***Prodaniuk*** "arguably took a slight wrong turn" in applying the exclusive jurisdiction model to the wording of section 135 of the *Code*.

[40] The Respondent says that it would be irrational if only Mr. Pickle's and Ms. Widdowson's claims in the Originating Application are permitted to be heard in court when he has similar claims that flow from the same facts. Allowing these claims to be heard in separate venues risks inconsistent decisions and different remedies.

[41] He asserts that when he booked the Event, he did so as a member of the public rather than as a member of the faculty. He says that as the Event was intended as a public event and did not constitute an academic component of his course, his participation fell outside the terms of his employment and did not engage his capacity as faculty member. He argues that his *Charter* claims are not intertwined with matters that fall exclusively within the Collective Agreement because they pertain to his constitutional freedoms as a citizen more generally. In oral argument, he asserted that if he cannot seek enforcement of his constitutionally protected freedoms in court, then he has no *Charter* freedoms at all.

[42] Finally, the Respondent says that his *Charter* claims cannot be addressed because the Formal Notice does not explicitly reference them. He notes that as the Board has not complied with its obligations pursuant to article 9.03.5(d), the grievance is stalled. He is concerned the Board

will take the position that his claims do not arise from the Collective Agreement, leaving him without an effective remedy.

V. Discussion

[43] For the reasons that follow, I dismiss the Respondent's arguments.

[44] In my view, the essential nature of the Respondent's complaints as they relate to unfair discrimination, censorship and academic freedom directly arise from breaches that fall within the ambit of the Collective Agreement. Indeed, this was effectively the Respondent's view, expressed in various passages of the Letter and in support of which he enumerated what provisions of the Collective Agreement he believed the Cancellation had breached. I agree with his view and find there is nothing to indicate that the conduct the Respondent complains of is not directly connected to the terms of his employment, his workplace issues, or the terms of the Collective Agreement. The reality, as he himself admitted in the Letter, is that his complaints engage the limits of his rights *as a faculty member* to engage in "scholarly activity" and to "perform service" for the benefit of other U of L faculty and staff, students, and the broader community (as per, for example, article 11.01.6) rather than his broader rights, grounded in the general law, as a member of the public. In the result, I conclude that his claims for which he seeks redress arise expressly or inferentially from the interpretation, application, operation, or alleged violation of the Collective Agreement.

[45] I disagree with his argument that section 135 is not sufficiently robust to create an exclusive jurisdiction for labor disputes that fall within the ambit of collective agreements. At para 29 of ***Young Estate***, the Court of Appeal explicitly addressed the purpose of the precursor to section 135 of the *Code*:

> Section 133 must be taken as manifesting an intention by the Legislature to oust the jurisdiction of the courts in resolving disputes between employers and employees which the statute and the collective agreement have assigned to the grievance and arbitration procedure for a final and binding resolution. A policy of judicial deference to the dispute resolution procedure mandated by the labour legislation, agreed to by the parties, and detailed in the collective agreement is essential to protect the integrity of the collective bargaining system.

[46] The interpretation of section 135 of the *Code* and its identical precursors has been judicially considered in cases such as ***Strathcona Steel MFG Inc v Oliva***, 1986 ABCA 246, paras 23-25 and 28; ***Fortier v Tyco International of Canada Ltd***, 39 Alta LR (3d) 366; ***Young Estate***, para 29; ***Lam v University of Calgary***, 2022 ABCA 211, paras 28-29; and ***Prodaniuk***, where the Court considered an identically worded provision of the *Police Officers Collective Bargaining Act* RSA 2000, c P-18: ***Prodaniuk*** (QB), paras 101-102; and ***Prodaniuk*** (CA), para 32, and have been consistently interpreted to uphold the exclusive jurisdictional model articulated in ***Weber***. While the Respondent may take the view that the Court of Appeal erred in overbroadly interpreting section 135 of the *Code*, I find that its decision in ***Prodaniuk*** is clear, is consistent with the courts' previous decisions, is applicable to the facts before me, and is binding on me.

[47] I reject the Respondent's argument that when he booked the Event, he did not do so as a faculty member subject to the terms of the Collective Agreement, but as a member of the public.

The Non-Academic Booking Policy requires that a member of the public who wants to book an event at the U of L must do so through campus space booking. Instead, the Respondent arranged the booking of the Event through his administrative assistant, who contacted the Registrar's Office. I find that in booking the Event through a U of L employee using a process that was not ordinarily available to the public, he acted in his capacity as a member of the faculty.

[48] While I acknowledge that the Respondent's *Charter* claims raise policy concerns regarding the limits of academic freedoms on university campuses more broadly, these claims are inextricably linked to his complaints that the Cancellation breaches the Collective Agreement as they relate to unfair discrimination, censorship, and academic freedom. He acknowledges that labor arbitrators are expressly empowered to deal with constitutional issues and to grant appropriate *Charter* remedies. While it is true that arbitrators do not have the power to issue binding declaration of invalidity (***Prodaniuk*** (CA) at para 26), he must be taken to have understood that when he voluntarily agreed to be subject to the terms of the Collective Agreement, he likewise agreed to assume all of the rights, obligations, and limitations conferred upon him by Alberta's labor regime, including the Collective Agreement, and to forego remedies that might otherwise be available to members of the general public. There is therefore nothing untoward about the fact that there may be forms of public redress available to Mr. Pickle and Ms. Widdowson under the general law that are not available to the Respondent. This differential treatment is the natural consequence of the Respondent having elected to subject himself to a regulatory scheme which Mr. Pickle and Ms. Widdowson have not.

[49] I appreciate the Respondent's concern that the Formal Notice does not expressly discuss his *Charter* claims. However, I am not satisfied that this omission precludes the arbitrator from considering these or any other issues the parties wish to address. This is because arbitrators have broad latitude pursuant to section 143 of the *Code* to set a process, which should include deciding any preliminary issues, such as the Respondent's *Charter* claims, that need to be addressed, so that the dispute before them can be fairly and fully settled.

[50] The Respondent's frustration with the fact that Board has not provided its written report as required by article 9.03.5(d) of the Collective Agreement is understandable. However, I have no information as to whether he has pressed the Association to pursue a reply and, if he has, what reply has been received. The question of the Board's adherence to its obligations is not before me. Should the Respondent wish to pursue the Board's failure to comply with the terms of the Collective Agreement, then that is a matter he and the Association may pursue.

[51] Given the foregoing which I find dispositively resolves this application, I have not addressed the Applicant's alternative argument, that the Respondent should not be permitted to pursue redress with the courts prior to having exhausted the alternative remedies available to him under the terms of the Collective Agreement.

VI. Disposition

[52] In the result, the application is granted and the Respondent's claims in the Originating Application are struck.

VII. Costs

[53] The Applicant is presumptively entitled to costs. Unless the parties can agree on costs, they shall apply for a determination in accordance with the following process.

[54] Within 30 days of my decision, the Applicant shall file and serve on the Respondent written submissions on costs. The submissions shall not exceed five pages and shall include: (a) their position with respect to the factors set out in rule 10.33; (b) any formal offers of settlement or settlement proposals they wish to have considered; (c) a proposed bill of costs pursuant to Schedule C of the *Rules of Court*; and (d) a summary of the reasonable and proper costs that the party actually incurred in respect of this application. The five-page limit does not include the proposed bill of costs pursuant to Schedule C or the summary of reasonable and proper costs. If costs are being sought in accordance with Schedule C, then the submissions shall consider the applicability of the inflationary adjustment discussed in ***Grimes v University of Lethbridge***, 2023ABKB 432.

Heard on June 5, 2024

Dated at the City of Calgary, Alberta on June 25, 2024.

O.P. Malik
J.C.K.B.A.

Appearances:

Matthew Woodley for the Applicants, the University of Lethbridge, and the Governors of the University of Lethbridge

Glenn Blackett, for the Respondent, Paul Viminitz