DOC:	**FACTUM**
FNO:	10 F 7
CRNO:	11999
NAME:	Withler v. Canada [Attorney General]
CLIENT:	N/A
DATE:	FEB 02 2010
LEV:	0
STATUS:	N/A
AUTHOR:	Charney, Horner
CITE:	N/A
CHARTER:	1, 2(d), 15, 15(1)
CONST ACT 1982:	
CONST ACT 1867:	
KEY:	N/A
LEGIS:	N/A
SUM:	SUPREME COURT OF CANADA – FACTUM OF THE INTERVENER, THE ATTORNEY GENERAL OF ONTARIO

Court File No. 33039

IN THE SUPREME COURT OF CANADA
(APPEAL FROM THE BRITISH COLUMBIA COURT OF APPEAL)

B E T W E E N:

HAZEL RUTH WITHLER AND JOAN HELEN FITZSIMONDS

Appellants

(Appellants)

-and-

ATTORNEY GENERAL OF CANADA

Respondent

(Respondent)

-and-

THE ATTORNEY GENERAL OF ONTARIO

Interveners

FACTUM OF THE INTERVENER, THE ATTORNEY GENERAL OF ONTARIO

ATTORNEY GENERAL OF ONTARIO
Constitutional Law Branch
720 Bay Street, 4th Floor
Toronto, ON M5G 2K1

Robert E. Charney – LSUC No.: 23652S
Tel: 416-326-4452
Fax: 416-326-4015
Email: Robert.Charney@ontario.ca

Matthew Horner – LSUC No.: 47163B
Tel: 416-212-7009
Fax: 416-326-4015
Email: Matthew.Horner@ontario.ca

Counsel for the Intervener,
the Attorney General of Ontario

BURKE-ROBERTSON
70 Gloucester Street
Ottawa, ON K2P 0A2

Robert E. Houston, Q.C.
Tel: 613-566-2058
Fax: 613-235-4430
rhouston@burkerobertson.com

Ottawa Agent for the Intervener

ORIGINAL TO:
THE REGISTRAR
Supreme Court of Canada
301 Wellington Street
Ottawa ON K1A 0J1

TABLE OF CONTENTS

PART I – OVERVIEW AND FACTS

1. Ontario intervenes in this case to ensure that this Court does not inadvertently prohibit employers and unions from freely negotiating terms in a collective agreement that temporarily continue certain employment benefits past the normal retirement age. Instead of terminating all employment benefits on retirement, such transitional provisions ease the employees' transition from the workplace to retirement. These transitional provisions, which are in addition to pension benefits, are for the benefit of retired workers and should be encouraged rather than prohibited. Employers and workers should be permitted to freely negotiate the length of such transitional provisions rather than being forced into the stark choice between immediate termination on retirement, or benefits for life.

2. This is not a case dealing with social assistance legislation that makes a benefit available to the public generally. This appeal concerns employment benefits. Virtually all employment benefits (salary, health care, life insurance, vacation pay, etc.) terminate when an employee retires, and are often replaced by a pension benefit. There is nothing in the *Charter* that prevents the termination of employment benefits when an employee retires[1].

3. In many circumstances, workers may seek to have certain employment benefits continue, at least for a limited period of time, after they have retired. The purpose of these limited extensions is to encourage (or make easier) early retirement, or to provide a

[1] Retired employees cannot claim that they are being discriminated against because they do not continue to receive employment benefits after they retire. This is true whether the retirement is voluntary or, where mandatory retirement is permitted by law, pursuant to a mandatory retirement provision. See, e.g. *Baier v. Alberta*, [2007] 2 S.C.R. 673 at para. 65 (occupational status is not an enumerated ground).

"transitional period" for retired employees to aid in their transition from the workforce to retirement. The duration of these extensions or transition periods is frequently the product of the collective bargaining process[2].

4. Far from being declared to be discriminatory, these extended benefits and transition periods should be encouraged by governments and the courts because they may enable workers to retire early and/or ease a worker's transition from work to retirement. The courts must be cautious not to force employers into an "all or nothing" choice, that is, to either terminate benefits immediately on retirement or to continue the benefit for the life of the retired worker. Such an "all or nothing" rule will interfere with the collective bargaining process and disadvantage retired workers as "benefits for life" may be too expensive for employers to agree to and may be inconsistent with the priorities of the workers themselves.

> ***Opinion of G. Argue*** **(April 15, 2005) [*Argue Opinion*], Appellants' Record [A.R.] Vol.VI, p.48 (Ex. 43).**

5. The cost and desirability of such transitional benefits will necessarily vary from workplace to workplace and workers and employers should be allowed to determine which benefits best suit their circumstances. The determination of whether the adoption of such age distinctions in employment benefits are substantively discriminatory under s. 15 of the *Charter* must therefore take into account the fact that these employment benefits are often the product of the now constitutionally protected collective bargaining process.

6. That these employment benefits may also be provided outside of the collective bargaining process (as in the present appeal or, for example, where the workers have

[2] The terms and conditions of public service employment are often implemented through regulation. This does not mean that they are not the product of a collective bargaining process or not arrived at after consultation with the bargaining agent. The form of implementation of the benefit is irrelevant to this analysis.

voted against certification or are otherwise unorganized) does not alter the conclusion that these benefits are not substantively discriminatory. They are not based on prejudice or stereotyping, but on the need to create actuarially sound employment benefit and group life insurance plans.

PART II – QUESTIONS IN ISSUE

7. The Attorney General of Ontario takes the position that the answer to constitutional questions 1 and 3 is no, the impugned provisions are not discriminatory. In the alternative, questions 2 and 4 should be answered in the affirmative, as the impugned provisions are justified as reasonable limits under Charter s.1.

8. In this regard, the Attorney General of Ontario notes that the employment benefit at issue in this case is consistent with[3] the kind of transitional benefits permitted under the Ontario *Human Rights Cod*e and the Ontario *Employment Standards Act*. The Attorney General's position is that *Charter* s. 15(1) should not be read as prohibiting employers and employees from freely negotiating the terms of employment benefit and group insurance plans that differentiate on the basis of age 65.

> ***Human Rights Code*, R.S.O. 1990, c. H. 19, ss. 25(2.1) to (2.3) ("Ontario *Code*").**
>
> ***Employment Standards Act, 2000*, S.O. 2000, c. 41, s. 44.**
>
> **O. Reg. 286/01, *Benefit Plans*, s. 1.**

PART III –ARGUMENT

9. With the recent elimination of mandatory retirement in Ontario and other provinces, employers and employees must develop employment benefits that meet the needs of workers throughout the life cycle. The terms of employment benefit and group

[3] Indeed, the record indicates that the employment benefit challenged in this case is in fact more generous than similar benefits negotiated in the private sector (*Argue Report*, A.R., Vol VI, pp. 41 and 44-45 (Ex. 43).

insurance plans, whether set out in a collective bargaining agreement or through legislation[4], are frequently the result of collective bargaining, a process that this Court has recently recognized as being a fundamental freedom, protected under s. 2(d) of the *Charter*. *Charter* s. 15(1)'s prohibition on age discrimination must be understood and interpreted in the context of this countervailing constitutional right. Ultimately, Ontario submits, those decisions are best left to workers and employers to determine through a process of free collective bargaining.

> ***Health Services and Support – Facilities Subsector Bargaining Assn. v. British Columbia*, [2007] 2 S.C.R. 391 ("*Health Services*").**

A. Employment benefits and the end of mandatory retirement.

10. As the trial judge noted, most provinces now exclude age differentiation in employee insurance plans from the discrimination sections of their human rights codes. While the wording of these provisions may differ somewhat from province to province, the primary purpose of these provisions is to recognize that age distinctions in group and employee insurance plans are based on actuarial realities rather than prejudice or stereotyping. Upon examining such exclusions, the trial judge concluded that:

> the existence of these provisions in almost every province is a legislative recognition that age differentiation in insurance schemes is not considered discriminatory.
>
> **Reasons of Madame Justice Garson, British Columbia Supreme Court, January 19, 2006 [Reasons, BCSC] A.R. Vol. I, pp. [XXX], paras. 134-136.**
>
> **See, e.g. *Alberta Human Rights Act*, c. A-25.5, s. 7; *British Columbia Human Rights Code*, R.S.B.C. 1996, c. 210, s. 13(3), 41(2); *Canadian Human Right Act* Regulations (SOR/80-68), ss. 3, 5, 8.; *New Brunswick Human Rights Act*, R.S.N.B. 1973, c. 30, s. 3(1), 3(6); *Newfoundland and Labrador Human Rights Code*, R.S.N.L. 1990, c. H-14, s. 9(1), 9(5); *Nova Scotia Human Rights Act*, R.S.N.S. 1989, c. 214, ss. 5, 6(g); *Prince Edward Island Human Rights Act*, R.S.P.E.I. 1988, H-12, s. 11; *Quebec Charter of Rights and Freedoms*, R.S.Q., c. C-12, s. 20.1; *Saskatchewan Human Rights Code*, S.S. 1979, c. S-24.1, ss. 16(1), (4), (9)**

[4] See fn. 2 above

11. The actuarial reality is that mortality and morbidity are clearly correlated with age. As a result, the cost of actuarially sound employment benefit and group life insurance plans accelerate with age. Some benefits, like long term disability plans, are not available without an age limit. In light of legislative efforts to eliminate mandatory retirement and provide choice to employees to retire early or to continue working past age 65, many workplaces, both private and public, will be required to determine how employee benefits should best be provided over the course of the life cycle.

Reasons, BCSC, A.R. Vol. I, p. 71, para. 160, p. 64, para. 146
***Argue Opinion*, A.R. Vol. VI, pp. 46-49 (Ex. 43).**

12. In addition to dealing with increased expenses, employers and workers may, in many instances, seek to encourage early retirement or ease the transition from work life to retirement by providing employment benefits on terms that continue for a limited period past the age of retirement. The cost and desirability of such plans and benefits will necessarily vary from workplace to workplace.

13. In Ontario, the legislature has sought to balance the right of older workers to choose to continue working past age 65, with the rights of all workers to negotiate employment benefit and group insurance plans that are in their collective interests. Sections 25(2.1), (2.2) and (2.3) of the Ontario *Human Rights Code* were enacted as part of the *Ending Mandatory Retirement Statute Law Amendment Act, 2005* ("Bill 211"), which provided individuals with the right to choose to continue working past 65, while allowing employers and workers to bargain their own terms of employment with respect to employee benefits, pensions and group insurance plans provided to persons over 65 years of age.

***Ending Mandatory Retirement Statute Law Amendment Act, 2005*, S.O. 2005, c. 29 ("Bill 211").**

Ontario *Code, supra,* ss. 25(2.1) to (2.3).

14. By allowing such distinctions on the basis of age to be freely negotiated, the provisions recognize that employees, negotiating alone or within a collective bargaining regime, may wish to negotiate transitional benefits such as those provided for under the legislation at issue here. Workers may also wish to prioritize benefits that do not become significantly more costly or difficult to obtain when employees reach age 65 (such as salary or working conditions), over those that do (such as life insurance and long term disability plans). Bill 211 and s. 25(2.1) of the Ontario *Code* thus seek to promote equality while encouraging free collective bargaining in accordance with *Charter* s. 2(d).

***Argue Opinion*, A.R. Vol. VI, pp. 46-48 (Ex. 43).**

B. *Charter* s. 15 and the right to free collective bargaining

15. In determining whether the terms of an employee benefit or insurance plan discriminate on the basis of age under *Charter* s. 15, a Court must have regard for other *Charter* rights and values, particularly the right of workers to a process of free collective bargaining.

16. The need to balance the *Charter*'s equality protections regarding age with the right of workers and employers to freely negotiate the terms of their employment was recognized by this Court in *McKinney v. University of Guelph*. In that case, this Court held that allowing employers and unions to negotiate mandatory retirement, as was then permitted under the Ontario *Human Rights Code*, was not unconstitutional. The Court emphasized that, "the freedom of employers and employees to determine conditions of the workplace for themselves through a process of bargaining is a very desirable goal in a free society."

***McKinney v. University of Guelph*, [1990] 3 S.C.R. 229 at para. 121.**

17. Since its decision in *McKinney*, this Court has expressly recognized that the right of employees to collectively bargain is a fundamental freedom, protected by the *Charter*. This decision elevates free collective bargaining from the status of "important government objective" to the status of constitutionally protected "fundamental freedom".

***Health Services, supra*.**

18. *Charter* rights must be interpreted in a consistent manner, with potential conflicts being resolved through the proper delineation of the rights and values involved. As this Court held in *Health Services*, the *Charter*:

> should be interpreted in a way that maintains its underlying values and its internal coherence. As Lamer J. stated in *Dubois v. The Queen*, [1985] 2 S.C.R. 350 at p. 365:
>
> > Our constitutional *Charter* must be construed as a system where "Every component contributes to the meaning as a whole, and the whole gives meaning to its parts" (P.A. Côté writing about statutory interpretation in *The Interpretation of Legislation in Canada* (1984), at p. 236). The courts must interpret each section of the *Charter* in relation to the others.
> >
> > ***Health Services, supra* at para. 80. [citations omitted]**
> >
> > ***Trinity Western University v. British Columbia College of Teachers*, [2001] 1 S.C.R. 772 at paras. 29, 31.**
> >
> > ***Dagenais v. Canadian Broadcasting Corporation*, [1994] 3 S.C.R. 835 at para. 72.**

19. As the Court further held in *Health Services*, "human dignity, equality, liberty, respect for the autonomy of the person and the enhancement of democracy are among the values that underlie the *Charter*," and, "all of these values are complemented and, indeed, promoted by the protection of collective bargaining in s. 2(d) of the *Charter*.":

> The right to bargain collectively with an employer enhances the human dignity, liberty and autonomy of workers by giving them the opportunity to influence the establishment of workplace rules and thereby gain some control over a major aspect of their lived, namely their work.
>
> ***Health Services, supra* at paras. 81-82, 84.**

20. In light of these *Charter* values (and a review of Canadian labour law history and international law), this Court concluded in *Health Services* that freedom of association, as set out in *Charter* s. 2(d), protects the right of employees against "substantial interference" with the process of collective bargaining.

***Health Services, supra* at paras. 86-87, 91, 92, 96, 126-128, 130.**

21. Accordingly, a *Charter* s. 15 analysis of employment benefit and group insurance plan terms must recognize that the equality rights of older workers and retirees must coexist and be balanced with their right, and the right of other workers, to a process of free collective bargaining.

C. Workers and employers should be permitted to freely negotiate employment benefits that make distinctions on the basis of age 65.

22. Section 25(2.1) of the Ontario *Code* and similar provisions in other provinces recognize the actuarial realities of group and employee insurance plans. Such provisions permit employers and workers to decide the terms of these benefits for themselves, either individually or through the constitutionally protected process of free collective bargaining, rather than having that determination imposed on them by a court or Human Rights Tribunal. As this Court held in *Dickason v. University of Alberta*, with regard to mandatory retirement, and which is equally applicable to the negotiation of other employment benefits:

> it is safe to assume that the terms of the collective agreement pertaining to compulsory retirement were not a manifestation of an abuse of power by the employer…Rather, they represent a carefully considered agreement that was negotiated with the best interest of all members of the [bargaining unit] in mind.

***Dickason, supra* at para. 41.**

23. The collective bargaining process permits the bargaining unit as a whole to democratically decide on the value of specific provisions and to negotiate a collective

agreement in accordance with these values. As Cory J. noted in *McKinney* (and quoted in his majority reasons in *Dickason*) in the context of mandatory retirement, but which is equally applicable in the case of other employment benefits:

> …in the course of negotiating a collective bargaining agreement, it may become apparent that the union membership is overwhelmingly in favour of an agreement that embraces compulsory retirement as part of the consideration for obtaining higher wages at an earlier age – an age when houses must be bought and children raised and educated. That is to say, at a time when the need for family funds is at the highest.
>
> It is often the case that, before a collective bargaining agreement is ratified, the union members will have received very careful advice concerning its terms and their significance not only from union officials, but also from skilled economists and lawyers. The collective agreement represents a total package balancing many factors and interests. It represents the considered opinion of its members that it would be in their best interests to accept the proposed contract. Bargains struck whereby higher wages are paid at an earlier age in exchange for mandatory retirement at a fixed and certain age, may well confer a very real benefit upon the worker and not in any way affect his or her basic dignity or sense of worth. If such contracts should be found to be invalid, it would attack the very foundations of collective bargaining and might well put in jeopardy some of the hard won rights of labour.
>
> The collective agreement reflects the decision of intelligent adults, based upon sound advice, that it is in the best interest of themselves and their families to accept a higher wage settlement for the present and near future in exchange for agreeing to a fixed and certain date for retirement. In those circumstances, it would be unseemly and unfortunate for a court to say to a union worker that, although this carefully made decision is in the best interest of you and your family, you are not going to be permitted to enter into this contract. It is a position that I would find unacceptable.
>
> ***McKinney, supra* at paras. 431-433.**
>
> ***Dickason, supra* at para. 40.**

24. What Justice Cory's reasons in *Dickason* and *McKinney* recognize is that unlike distinctions made on the basis of other enumerated grounds, such as race, religion or sex (which are typically driven by hostility and intolerance, ignorance and/or prejudice of the majority), age distinctions made in employment benefits are: (1) more likely to correlate with a person's capacity or circumstances; and (2) less likely to be reflective of a

majority abusing its position of power. As this Court held in *McKinney*, quoting Professor Ely:

> "the facts that all of us once were young, and most expect one day to be fairly old, should neutralize whatever suspicion we might otherwise entertain respecting the multitude of laws … that comparatively advantage those between, say, 21 and 65 vis-à-vis those who are younger or older", *Democracy and Distrust* (1980), at p. 160.

***McKinney, supra* at para. 88.**

See also: *A.C. v. Manitoba*, [2009] S.C.J. No. 30 at para. 110.

***Gosselin* v. *Quebec (Attorney General)*, [2002] 4 S.C.R. 429 at paras. 31-32**

P.W. Hogg, *Constitutional Law of Canada*, loose-leaf ed. (Toronto: Carswell, 2009) at s. 55.18, p. 55-66

25. Mortality and morbidity are clearly correlated with age. As a result, the cost of actuarially sound employment benefits and group insurance plans accelerate with age. In addition, most people retire by age 65 and thus certain benefits (such as long-term disability, which is designed to replace employment income) are not available without an age limit. These realities are also reflected in provincial workers' compensation laws, which, for example, replace loss of income benefits with a retirement annuity at age 65 because the purpose of the loss of income benefit is to replace lost employment income and most people would have retired by age 65. Employment benefits that are negotiated on the basis of these actuarial realities do not therefore, perpetuate prejudice or stereotyping.

See, e.g., *Laronde v. New Brunswick (Workplace Health, Safety and Compensation Commission)*, [2007] N.B.J. No. 30 at paras. 21, 24-26 (C.A.).

***Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sched. A, ss. 43, 45.**

Reasons, BCSC, A.R. Vol. I, p. XXX, para. 138.

26. Moreover, given that employees will experience different ages through their working lives, it is unlikely that employee benefit and group insurance plans (whether negotiated by the parties or offered unilaterally by the employer) will serve to perpetuate

disadvantage, prejudice or stereotyping of one group. Instead, any such differentiation will seek to maximize the compensation packages of all employees, by foregoing those aspects of a given package (e.g. long-term disability coverage to age 90) in which the additional cost is disproportionate to the benefit.

27. While this observation is particularly true as applied to the negotiated terms of a collective agreement, it remains applicable where the same (or in this case, more generous[5]) employee benefits are provided by an employer in circumstances where there is no collective bargaining relationship.[6] While the existence of a collective bargaining relationship supports the position that the challenged benefit is not substantively discriminatory, it is not a necessary precondition to reaching that conclusion. The actuarial realities are the same whether a collective bargaining relationship exists or not.

28. As the trial judge noted, quoting with approval from the expert report of Mr. Gordon Argue:

> As individuals progress through their typical life cycle, most accumulate assets and also reduce debt and/or expenses. As a result, younger employees typically have a greater need for insurance benefits. Therefore, plan sponsors seeking to allocate limited resources in an optimum fashion would concentrate the insurance protection within their plan in the area of greatest need, that is, among younger employees.
>
> **Reasons, BCSC, A.R. Vol. I, p. XXX, para. 120. [emphasis added]**
>
> ***Argue Opinion*, A.R. Vol VI, p. 46 (ex. 43).**

29. For example, while mandatory retirement (except under certain circumstances) has been eliminated in Ontario, the maximum "normal retirement date" under the *Pension Benefits Act*[7] continues to be within one year of a worker attaining 65 years of

---

[5] See footnote 3, supra and A.R. Vol. VI, pp. 41 and 44-45

[6] For example, where the employees have voted against certification or where the benefit was provided before the establishment of a collective bargaining relationship.

[7] A "normal retirement date" is required to calculate the individual's pension entitlement. It is the age at which the worker becomes entitled to an unreduced pension on retirement.

age (although earlier normal retirement dates may be agreed upon). Most workers retire voluntarily prior to reaching their normal retirement date. Ontario submits that it should remain open to the employer and the bargaining agent to negotiate a term of the collective agreement by which certain benefits (e.g. health care, life insurance) are continued to age 65 (or higher) for employees who voluntarily retire prior to the "normal retirement age". Such extensions are for the benefit of retired workers, and may enable some workers to retire before age 65.

***Pension Benefits Act*, R.S.O. 1990, c. P.8, s. 35.**
Reasons, BCSC, A.R. Vol. I, p. XXX, para. 138.

30. Such extensions would not be possible if employers were prohibited from limiting the duration to a fixed age. The cost of actuarially sound employee benefits such as term life insurance, health care and long-term disability increase substantially as persons age, and it is perfectly legitimate (and therefore expressly permitted by laws such as s. 25(2.1) of the Ontario *Code*) for the bargaining parties to take these increased costs into account as they negotiate the total wage/benefit package.

***Argue Opinion*, A.R. Vol. VI, p. 48 (Ex. 43).**

31. Similarly, rather than abruptly terminating certain benefits at retirement, workers, may want to negotiate a staged reduction of the benefit to act as a "transition" or "cushion" as they move from the workplace to retirement. Such transitional benefits are for the benefit of retired workers, and should be encouraged rather than prohibited. Commencing the staged reduction at age 65, rather than the age of retirement which is usually earlier than age 65, benefits the worker by easing early retirement and providing a

longer transition period.[8] As the chief government actuary stated in his 1952 memorandum recommending the precursor to the benefit at issue in this appeal:

> It is generally undesirable to have any sharp breaks in the amount of benefit, for example, $5,000 of insurance one day and nothing the next day – so it would be desirable to allow the insurance to run off gradually. This might be accomplished by stepping it down in equal steps between, say, ages 61 and 70.
>
> **Reasons, BCSC, A.R. Vol. 1, p. XXX, para 113 *****plus find exhibit in record.**

32. If workers want to negotiate life-time benefits, they are, of course, free to do so, but should not be obliged to do so by the government or by the Court. The additional cost of life-time benefits may well exceed their value to the workers. The choice between life-time benefits and fixed term benefits, like any other choice in the collective bargaining process, is one better left to the parties than imposed by the Court.

33. Collective agreements may reflect the same choices that individuals make for themselves when they purchase individual insurance. For example, individuals often purchase more term life or disability insurance when they are younger than when they are older. This choice reflects the actuarial reality that the cost of such insurance increases substantially with age, but the need for coverage declines with age because older individuals have fewer dependents and have completed more of their life savings. Many workers over 65 are also entitled to a pension (or survivor pension) which is paid regardless of ability to work. Individuals who make these personal choices cannot be accused of discriminating against themselves on the basis of age. Similarly, there is no discrimination where employees (acting individually or through their bargaining agent) make the same choices when negotiating for benefits with their employer.

---

[8] Here, for instance, the record shows that the average age of retirement in the public service is 59 and that more than 90% of employees in public service are retired by age 66: See Reasons, BCSC, A.R. Vol. I, p. XXX, para. 138; Evidence of D. Hebert, pp. 760-761, ll *-* and p. 768, ll *-*, Respondent's Record [R.R.] Vol. *, pp. *; Exhibit 50, A.R. Vol. VI, p. 127.

***Argue Opinion*, A.R. Vol. VI, p. 48 (Ex. 43).**

PART IV – SUBMISSIONS ON COSTS

34. Ontario submits that, as an intervener, costs should not be awarded to or against it.

PART V – SUBMISSIONS ON DISPOSITION

35. Ontario submits that constitutional questions 1 and 3 should be answered in the negative. In the alternative, questions 2 and 4 should be answered in the affirmative.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 2nd DAY OF FEBRUARY, 2010.

_____
Robert E. Charney

_____
Matthew Horner

Counsel for the Intervener Attorney General of Ontario

PART VI – TABLE OF AUTHORITIES

PART VII – STATUTES AND REGULATIONS