

CASE NO.**VOL. NO.****PAGE**THE UNITED STEELWORKERS'
OF AMERICA, LOCAL 1231**- and -**

TRENTON WORKS LIMITED

Appellant

Respondent

C.A. No. 159897

Halifax

CHIPMAN, J.A.
(Orally)

[Cite as: United Steelworkers' of America, Local 1231 v. Trenton Works Ltd.,
2000 NSCA 26]

APPEAL HEARD:

February 3, 2000

JUDGMENT DELIVERED:

February 3, 2000

WRITTEN RELEASE OF ORAL:

February 7, 2000

SUBJECT:**ADMINISTRATIVE LAW - Decision of arbitrator appointed pursuant to provisions of a collective agreement whose decision was final and binding.****SUMMARY:**

This was an appeal from a decision of MacAdam, J. setting aside the award of a consensual arbitrator resolving a dispute under a collective agreement. The arbitrator's decision was protected by a privative clause providing that his decision was final and binding.

At issue, was the arbitrator's finding that the respondent had made representations to the appellant by letters, notices and other documents relating to overtime. The arbitrator found that the employer made representations to the union that a provision in the collective agreement that seniority and the requirement for time clock punching did not apply to group overtime in certain circumstances would not be observed. These, he found, gave rise to an estoppel. The grievor in whose favour the arbitrator found had claimed that his seniority entitled him to group overtime work in view of such representations.

MacAdam, J., after reviewing the award and the relevant authorities found that there was no evidence before the arbitrator to support the doctrine of estoppel, and that as a result, the arbitrator's decision was patently unreasonable and must be set aside.

ISSUE: Did MacAdam, J. err in setting aside the arbitrator's decision?

RESULT: The Court of Appeal, after referring to the facts, the decision of MacAdam, J. and the decision of the Supreme Court of Canada in **Toronto (City) Board of Education v. O.S.S.T.F., District 15** (1997), 144 D.L.R. (4th) 385 held that MacAdam, J. did not err. The Court agreed with him that the arbitrator's decision was based on no evidence because the evidence before him viewed reasonably was incapable of supporting the arbitrator's finding that there was an estoppel. The appeal was dismissed.

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