

NOVA SCOTIA COURT OF APPEAL

Citation: Canada Post Corp. v. Nova Scotia (Workers' Compensation Appeals Tribunal), 2007 NSCA 129

Date: 20071228

Docket: CA 275250

Registry: Halifax

Between:

Canada Post Corporation

Appellant

v.

Nova Scotia Workers' Compensation Appeals Tribunal and
The Workers' Compensation Board of Nova Scotia and
Heather Murphy (WCAT #2006-389-AD)

Respondents

Judge: The Honourable Justice Thomas Cromwell

Appeal Heard: November 15, 2007

Subject: Workers' compensation - definition of "accident" - whether accident arose out of and in the course of employment - **Government Employees' Compensation Act**, R.S.C. 1985, c. G-5 (GECA)

Summary: A letter carrier had a snap in her back as she turned while sorting mail. She was unable to carry out her regular duties. The Workers' Compensation Board refused her claim for benefits, finding that her injury did arise out of her employment and refused to extend benefits in relation to a later injury. WCAT reversed these findings and the employer was granted leave to appeal.

Issues: 1. Did WCAT fail to distinguish between how the term

accident is defined in **Workers' Compensation Act**, S.N.S. 1994-95, c. 10 (**WCA**) and **GECA** and apply the wrong definition?

2. Did WCAT err by failing to consider the “causative elements” between the injury and the work as part of the definition of accident?
3. Did WCAT err in finding that the injury arose out of and in the course of employment?
4. Did WCAT err in finding that benefits should be extended beyond the date on which the Board terminated them?

Result:

Appeal dismissed. WCAT inferentially found that the incident was “a fortuitous event occasioned by a physical or natural cause” which is within the **GECA** definition of “accident”. WCAT did not err in doing so. There are no “causative elements” within the definition of “accident” with respect to the relationship between the injury and the work. Assuming for the purposes of the appeal that the presumption in s. 10(4) of **WCA** applies to **GECA** claims, WCAT did not err in finding that the accident arose in the course of employment or in finding that the employer had not rebutted the presumption that arose by virtue of s. 10(4) that the injury arose out of the employment. WCAT did not err in finding that benefits should be extended beyond the cut-off date imposed by the Board.

This information sheet does not form part of the court's judgment. Quotes must be from the judgment, not this cover sheet. The full court judgment consists of 13 pages.