

<u>CASE NO.</u>	<u>VOL. NO.</u>	<u>PAGE</u>
CANADIAN AUTO WORKERS CANADA, LOCAL 4624	- and -	DELTA SYDNEY
(Appellant)		(Respondent)
CA 170486	Halifax, N.S.	CHIPMAN, J.A. (Orally)

[Cite as: **Delta Sydney v. Canadian Auto Workers Union,
Local 4624, 2001 NSCA 130**]

APPEAL HEARD: September 26, 2001

JUDGMENT DELIVERED: September 26, 2001

WRITTEN RELEASE OF ORAL: October 2, 2001

SUBJECT: **Arbitration - setting aside arbitrator's award, principles to be applied.
Labour Law - collective agreement - when interpretation of collective agreement by arbitrator will be set aside.**

SUMMARY: The grievor, a member of the appellant Union, was employed by the respondent in its hotel at Sydney. She had transferred from the laundry housekeeping department to the front desk whereupon she had the least departmental seniority of four employees there but greater hotel seniority than any of them.

The arbitrator was called upon, inter alia, to interpret two provisions of the Collective Agreement dealing with seniority and the allocation of hours within a department. The arbitrator's award was set aside by the chambers judge on the ground that the arbitrator's interpretation of the provisions of the Collective Agreement was not one that the language thereof would reasonably bear.

ISSUES: Whether the chambers judge erred in the conclusion that the interpretation of the agreement by the arbitrator was not one which the language of the agreement would reasonably bear.

RESULT: The Court of Appeal referred to the governing principles regarding the setting aside of an arbitrator's award and concluded that the chambers judge did not err in setting the award aside.

<p>This information sheet does not form part of the court's decision. Quotes must be from the judgment, not this cover sheet. The full court judgment consists of 3 pages.</p>
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