

NOVA SCOTIA COURT OF APPEAL

Citation: *Sydney Airport Authority v. Public Service Alliance of Canada*,
2015 NSCA 105

Date: 20151117
Docket: CA 436238
Registry: Halifax

Between:

Sydney Airport Authority

Appellant

v.

Public Service Alliance of Canada

Respondent

Judge: The Honourable Justice J.E. (Ted) Scanlan

Appeal Heard: September 29, 2015, in Halifax, Nova Scotia

Subject: Appeal from Judicial Review

Summary: The reviewing judge set aside a decision of an arbitrator that held that the provisions of a contract did not entitle an employee to accumulate vacation benefits while on sick leave.

Issues: Did the reviewing judge err in setting aside the arbitrator's decision?
Costs on appeal and before the reviewing judge.

Result: The arbitrator, when interpreting the contract, was entitled to consider the anomalous result if he accepted the respondent's interpretation of the provisions of the contract. If the contract was as the respondent asserted, the employee could argue that similar wording in the contract allowed employees to earn sick benefits while on sick leave. That would be an anomalous result. The decision of the arbitrator was a

reasonable interpretation of the contract and it should not have been set aside. If the parties wish to change that provision it should be altered when the employment contract is renegotiated.

Decision of the arbitrator reinstated.

Costs: Appeal costs in the amount of \$3,500 plus disbursements at the appeal level.

Costs on the judicial review also awarded to the appellant in the amount of \$3,500 plus disbursements.

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 9 pages.