

<u>CASE NO.</u>	<u>VOL. NO.</u>	<u>PAGE</u>
FERN TARDIF and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 625 (Appellants) CA 174187	- and -	BRAYNE MCGRATH (Respondent)
FERN TARDIF and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 625 (Appellants) CA 174188	- and -	INDUSTRIAL UNION OF MARINE AND SHIPBUILDING WORKERS LOCAL NO. 1 (“CAW/MWF Local No. 1), BLAISE YOUNG and FRED PICKREM (Respondents)
FERN TARDIF and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 625 (Appellants) CA 174189	- and -	HALIFAX SHIPYARD, a Division of Irving Building Inc. (Respondents)
	Halifax, N.S.	CROMWELL, J.A.

[Cite as: *Tardif v. McGrath*, 2002 NSCA 56]

APPEAL HEARD: **January 15, 2002**

JUDGMENT DELIVERED: **April 22, 2002**

SUBJECT: **Labour Law — Interlocutory injunctions — Interference with contractual relations**

SUMMARY: The Shipyard and the Marine Workers are parties to a collective agreement pursuant to which the Marine Workers Union is the recognized bargaining agent for all unionized employees. The Shipyard obtained a large contract for work on an oil rig which required, among other trades, a large number of electricians. The Shipyard wished to hire electricians to do this work pursuant to its collective agreement with the Marine Workers. Local 625 of the I.B.E.W., however, wanted the Shipyard to subcontract the electrical work so that it would be performed

under Local 625's collective agreement with the Construction Management Bureau on terms more favourable to electricians. In an attempt to force the Shipyard to subcontract the electrical work, Local 625 and its business manager, Mr. Tardif, directed their members not to accept work on the oil rig with the Shipyard under the Marine Workers' collective agreement and punished some members who disobeyed this directive. The Shipyard, the Marine Workers and the individuals who had been punished sought and were granted interlocutory injunctions to stop Local 625 and Mr. Tardif from refusing to allow its members to work for the Shipyard on the oil rig. Local 625 and Mr. Tardif sought leave to appeal.

ISSUE: Had the Shipyard established a *prima facie* case of unlawful action by Local 625 and Mr. Tardif and irreparable harm flowing from it?

RESULT: With respect to the appeal from the injunction granted in favour of the Shipyard, leave to appeal was granted but the appeal was dismissed. The judge did not err in finding that the Shipyard had shown a *prima facie* case of unlawful conduct by Local 625 and Mr. Tardif and a substantial risk of irreparable harm flowing from it. However, once the injunction in favour of the Shipyard had been granted, the injunction granted at the instance of the Marine Workers served no purpose and should be set aside. In light of the undertaking by Local 625 and Mr. Tardif to revoke all discipline imposed on the individual respondents, they could show no irreparable harm provided that the undertaking was honoured.

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 28 pages.