

CASE NO.

THE ATTORNEY GENERAL OF CANADA, DONALD UHRICH, ROY HALFYARD, MARCEL BUJOLD, PAUL SEQUIN, JANET BALL, ED SNYDER, ALLAN BAGNALL, ANN MacDONALD, and ROBERT BOURGEOIS

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PAUL PLEAU, HEATHER PLEAU, and ADRIANNA and PAUL PHILLIP PLEAU, by their litigation guardian HEATHER PLEAU

- and -

(Appellants)

(Respondents)

CA 156384

Halifax, N.S.

CROMWELL, J.A.

[Cite as: Canada (Attorney General) v. Pleau, 1999 NSCA 159]

APPEAL HEARD:

October 8th, 1999

JUDGMENT DELIVERED:

December 21, 1999

SUBJECT:

Labour Law - Public Service Labour Relations - Remedies - Civil Action - When Available

SUMMARY:

The respondents (plaintiffs in the action), sued the Attorney General of Canada and nine Federal public servants in the Supreme Court of Nova Scotia alleging that the individual defendants conspired to cause injury and damage, breached their fiduciary duty and abused their office by virtue of wrongful conduct towards the respondent Mr. Pleau. The appellants (defendants in the action) applied to a Chambers judge for an order striking out the plaintiffs' statement of claim (or alternatively, for summary judgment) on the ground that the **Public Service Staff Relations Act** and a Master Collective Agreement made under it provided the exclusive method for resolution of disputes arising from the employment relationship. The Chambers judge refused to strike out the statement of claim and the defendants sought leave to appeal.

ISSUE:

Did the Court have jurisdiction to hear this action in light of the principle enunciated by the Supreme Court of Canada in **Weber v. Ontario Hydro**, [1995] 2 S.C.R. 929?

RESULT: Leave to appeal granted but appeal dismissed.

The present case is not governed by the principle enunciated by the Supreme Court in **Weber**. Unlike **Weber**, in this case the dispute set out in the pleadings cannot be referred to third party adjudication under the Collective Agreement, there is no express grant of exclusive jurisdiction to the grievance procedure provided for under the Collective Agreement and the Collective Agreement does not address the substance of the plaintiffs' complaints. Having regard to the process established under the **Public Service Staff Relations Act** and the Collective Agreement, the substance of the dispute and the availability of effective redress, the Court ought not to decline jurisdiction.

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 45 pages.