

SUPREME COURT OF NOVA SCOTIA

Citation: MacLeod v. W. Eric Whebby Ltd., 2014 NSSC 306

Date: 20140815

Docket: Hfx No. 279354

Registry: Halifax

Between:

John G. McLeod

Plaintiff

(Defendant by Counterclaim)

v.

W. Eric Whebby Limited

Defendant

(Plaintiff by Counterclaim)

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Judge: The Honourable Justice James L. Chipman

Heard: July 21, 22, 23 and 24, 2014, in Halifax, Nova Scotia

Written Decision: August 15, 2014

Subject: Employment law

Summary: Plaintiff (Defendant by Counterclaim) (“McLeod”) was employed by the Defendant (Plaintiff by Counterclaim) (“Whebby”) for approximately four years. McLeod worked as an estimator and project manager. During much of his employment with Whebby, McLeod was remunerated on the basis of salary and a profit sharing formula. This formula led to strife between the parties and ultimately, to McLeod’s

termination.

Issues:

1. Did just cause exist for McLeod's dismissal? If the answer is "no", what measure of pay in lieu of notice is owed?
2. Is McLeod entitled to bonus compensation claimed in respect of two projects; namely, the Kaizer Meadow Landfill Expansion ("KM") and/or the Bedford Walmart Development ("Walmart")?
3. Is McLeod entitled to any vacation pay?
4. Is Whebby entitled to damages for McLeod's alleged (post termination) disclosure of confidential information?

Result:

1. Found just cause did not exist for McLeod's dismissal and that he is entitled to two weeks' notice under the terms of the Contract between the parties.
2. Found bonus entitlement to McLeod in respect of KM but not Walmart.
3. Found McLeod entitled to some of the vacation pay claimed.
4. Whebby's Counterclaim dismissed.

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