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Re United Automobile Workers, Local 195, and Bendix-Eclipse of Canada Ltd

Innis Christie

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**RE UNITED AUTOMOBILE WORKERS, LOCAL 195,
AND BENDIX-ECLIPSE OF CANADA LTD.**

I. Christie. July 23, 1967.

While the grievor received sickness and accident benefits during an absence from work due to injury, the company terminated his "Green

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Shield'' coverage. The collective agreement provided that "In the event of a lay-off, strike, leave of absence, or any interruption of employment for reasons other than sickness and accident, all insurances shall be continued in force for one month following the last day of the month . . .". The same article also provided that in the event of absence due to sickness, certain listed benefits would be continued for a specified period. Green Shield coverage was not listed. In a separate provision the collective agreement provided that the company would "provide Green Shield . . . plan for employees . . . covered by this agreement". The company alleged the existence of a parol agreement with the union whereby the parties agreed that an employee's Green Shield coverage during an absence due to illness would be limited to a specified period. *Held*, the grievance was allowed. The grievor remained an employee while absent due to injury. The term "all insurances" referred to above "probably does not include the Green Shield plan" and there is no reason to extend the scope of this clause beyond the article in which it occurs. The only evidence of any parol agreement was a memorandum signed by the company and not sent to the union. Such an agreement cannot form part of the collective agreement. A parol agreement, as to the settlement of a grievance, being a form of *res judicata*, may create an estoppel. However, if the settlement of the grievance is to govern future conduct, it must be made very clear that such was the common intention.

J.L. Hiller and *S.S. Weiko* for the union.

G.E. Koch, *P. Reid* and *D. Little* for the company.

[Full award 22 pages]