**SUPREME COURT OF NOVA SCOTIA**
**Citation:** *Gentleman v. Kings (County)*, 2026 NSSC 22

**Date:** 20260120
**Docket:** Ken No. 529393
**Registry:** Kentville



**Between:**

Beverly Margaret Gentleman

*Applicant*

v.

Municipality of the County of Kings

*Respondent*

**Decision on Motion to Dismiss for Want of Jurisdiction and/or for Summary Judgment**

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| **Judge:** | The Honourable Justice Gail L. Gatchalian |
| **Heard:** | November 6, 2025, in Kentville, Nova Scotia |
| **Final Written Submissions:** | Respondent: December 1, 2025<br>Applicant: December 4, 2025 |
| **Counsel:** | Randall Balcome, K.C., for the Applicant<br>Bradley Proctor, for the Respondent |

**By the Court:**

## Introduction

[1] The Applicant, Beverly Margaret Gentleman, applied for a job as a "Planner" with the Respondent, the Municipality of the County of Kings. The Municipality offered Ms. Gentleman a full-time permanent position of Planner in a formal offer letter dated January 10, 2023. In the letter, the Municipality explained that the Planner position was a unionized position, that Ms. Gentleman's salary, sick credits and group life, long-term disability, medical and dental benefits would be as provided for in the Collective Agreement between the Municipality and the Canadian Union of Public Employees, Local 2618 ("CUPE Local 2618" or "the Union"), and that she was eligible to participate in the Pension Plan as specified in the Collective Agreement. According to the offer letter, Ms. Gentleman would be subject to a six-month probationary period. Her start date was to be January 18, 2023. Ms. Gentleman accepted the offer by signing, dating and returning the offer letter to the Municipality. An email was sent to all Municipality staff and the Union President, announcing that Ms. Gentleman had been hired as the new Planner. On January 16, 2023, two days before her start date, the Municipality "withdrew" the offer of employment, relying on paragraph 8 of the offer letter,

which states as follows: “Offer of employment is conditional upon the completion of all applicable background checks and confirmation of credentials, the results of which must be satisfactory to the employer or will result in ***termination of your employment***” (emphasis added). Ms. Gentleman commenced this Application against the Municipality, claiming damages for wrongful dismissal, breach of contract, breach of the duty of honest and good faith contractual performance, and negligent misrepresentation. The Municipality has filed a motion to dismiss the Application for want of jurisdiction on the basis that the essential character of the dispute arises explicitly or inferentially from the interpretation, application, administration or violation of the Collective Agreement between the Municipality and CUPE Local 2618 and therefore falls within the exclusive jurisdiction of an arbitrator, relying on *Weber v. Ontario Hydro*, [1995] 2 S.C.R. 929.

[2] The Municipality relied on affidavits from the following individuals to support its motion to dismiss:

- Catherine Nichols, Human Resources Manager with the Municipality, sworn on November 4, 2024, which, amongst other things, attaches the Collective Agreement as Exhibit “A” and the January 10, 2023 offer letter as Exhibit “B”.

- Scott Conrod, Chief Administrative Officer of the Municipality, sworn on November 4, 2024;
- Patricia Javorek, Director of Planning and Inspections with the Municipality, sworn on November 4, 2024; and
- Cindy Sollows, legal assistant, sworn on July 28, 2025.

[3] In response to the motion, Ms. Gentleman relied her own affidavit, sworn on September 25, 2024, the affidavits filed by the Municipality in support of the motion, as well the Affidavit of Scott Conrod sworn on January 12, 2024.

[4] The courts lack jurisdiction to entertain a dispute between the parties which arises out of the collective agreement, subject to a residual discretionary jurisdiction in courts of inherent jurisdiction to grant relief not available under the statutory arbitration scheme: *New Brunswick v. O'Leary*, [1995] 2 S.C.R. 967 at para.3. Whether a matter arises out of the collective agreement is to be determined having regard to the essential character of the dispute and the provisions of the collective agreement: *O'Leary* at para.3.

[5] In order to determine whether the Application should be dismissed because the dispute falls within the exclusive jurisdiction of an arbitrator, I must consider the following issues:

1. The ambit of the dispute resolution scheme.
2. The essential character of the dispute.
3. Whether the essential character of the dispute falls within the dispute resolution scheme.
4. Whether the process favoured by the parties and the legislature provides effective redress for the dispute.

See *Weber* at paras.52-54; *O'Leary* at para.3; *Pleau v. Canada (Attorney General)*, 1999 NSCA 159 at paras.19-21, application for leave to appeal dismissed, [2000] S.C.C.A. No. 83; *Gillan v. Mount Saint Vincent University*, 2008 NSCA 55 at paras.11-14; and *Cherubini Metal Works Ltd. v. Nova Scotia (Attorney General)*, 2007 NSCA 38 at paras.15-20.

**Ambit of the Dispute Resolution Scheme**

[6] The Collective Agreement between the Municipality and CUPE Local 2618, and attached as Exhibit "A" to the Affidavit of Ms. Nichols, was the Collective Agreement in force at all material times: Affidavit of Ms. Nichols, para.11.

[7] The *Trade Union Act*, R.S.N.S. 1989, c.475 applies to the collective bargaining relationship between the Municipality and CUPE Local 2618.

***Trade Union Act***

[8] Section 41 of the *Trade Union Act* provides that a collective agreement entered into by an employer and a union as bargaining agent is binding upon the employer, the bargaining agent and every employee in the bargaining unit. Critically for the determination of this motion, s.42 of the *Trade Union Act* requires every collective agreement to have a final and binding dispute-resolution mechanism for all disputes between the employer, union and/or bargaining unit employees:

> Final settlement provision
>
> 42 (1) ***Every collective agreement shall contain a provision for final and binding settlement*** without stoppage of work, ***by arbitration or otherwise***, ***of all differences between the parties to or persons bound by the agreement or on whose behalf it was entered into***, ***concerning its meaning or violation, including any question as to whether a matter is arbitrable***.
>
> (2) Where a collective agreement does not contain a provision as required by this Section, it shall be deemed to contain the following provision:
>
> > Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its

> desire to submit the difference or allegation to arbitration. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour and Workforce Development for Nova Scotia upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.
>
> (3) ***Every party to and every person bound by the agreement, and every person on whose behalf the agreement was entered into, shall comply with the provision for final settlement contained in the agreement***.
>
> [emphasis added]

### *Collective Agreement*

[9] In Article 3.1 of the Collective Agreement, the Recognition clause, the Municipality recognizes CUPE Local 2618 as the bargaining agent for all full-time and regular part-time employees as described in Certification Order L.R.B. 3061 and 4484, including employees in the Planner position: see Appendix B – Job Classification. Article 3.3 of the Collective Agreement states that "[n]o Employee shall make a written or verbal agreement with the Employer or its representatives that violates this Collective Agreement."

[10] Article 4.1 of the Collective Agreement defines "Employee" as an employee in the bargaining unit and covered by the Collective Agreement.

[11] Article 4.2 defines "Full-Time Employee" as "an Employee who has successfully completed the required probationary period and maintains continuous regular employment status by working full-time hours weekly."

[12] Article 4.5 of the Collective Agreement defines a "Probationary Employee" as "***an Employee who has been hired*** but has not completed the six-month probationary period" (emphasis added). Article 4.5 goes on to state that a Probationary Employee may be terminated at any time during the probationary period without the Employer having to establish just cause, and that a probationary employee is covered by the Collective Agreement except for Articles 11 (Written Warnings, Suspensions and Discharge), 12 (Layoff, Recall and Termination) and 26 (Job Postings).

[13] Article 9 of the Collective Agreement sets out the grievance and arbitration procedure. A grievance is defined as "a difference of interpretation of this Agreement concerning its meaning, application, administration, or alleged violation": Article 9.1. Under the grievance procedure set out in Article 9.3, an employee who has a grievance shall first endeavour to resolve the matter at the Informal Stage with their immediate manager or director. Failing a satisfactory settlement at the Informal Stage, the employee may submit the grievance in writing at Step 1 within seven working days of the occurrence of the event giving rise to the grievance. Failing a satisfactory settlement at Step 1, the employee may submit the grievance at Step 2 within five working days of receiving the employer's response at Step 1. Failing a satisfactory settlement at Step 2, the employee may

submit the grievance at Step 3. Failing a satisfactory settlement at Step 3, the parties (meaning the Municipality and the Union) may agree, at Step 4, to mediation. Failing a satisfactory settlement at Step 4, the Union may notify the Municipality in writing of its intention to proceed to arbitration. Such notification must be made within ten days of receipt of the decision of the employer at Step 3.



[14] The Arbitration provision is found at Article 9.6 of the Collective Agreement. Pursuant to the arbitration provision, the parties (again, being the Municipality and the Union), may opt for a three-person arbitration board or a sole arbitrator: Article 9.6.1. The Board or Arbitrator must give full opportunity to the Municipality and the Union to present evidence and make representations: Article 9.6.2. The Board or Arbitrator must render its decision as soon as it is reasonably practicable. The decision of the Board or Arbitrator is binding and final on the Municipality and the Union: Article 9.6.3.

[15] The Collective Agreement also provides for Union Policy Grievances in Article 9.12, which must be filed within ten working days of the event giving rise to the grievance. If no satisfactory settlement is reached within 15 working days after the meeting that must take place between the Chief Administrative Officer and the Local President, the Union may submit the grievance to arbitration.

[16] Under Article 13.2 of the Collective Agreement, "[a] ***newly hired employee*** shall be on probation for a period of six (6) months ***from the date the Employee actually commences employment*** in the Bargaining Unit and shall have no seniority rights during that period" (emphasis added). Article 13.2 goes on to provide that, "[a]t the conclusion of the probationary period an Employee's seniority shall revert to the Employee's ***first date of employment***" (emphasis added).

[17] Article 7.3 of the Collective Agreement states that "[a] Probationary Employee ***may be dismissed*** during the Probationary period without the Employer having to prove just cause, and in such cases, ***the Probationary Employee may access the grievance and arbitration procedure, but arbitral review shall be restricted to whether the Employer has complied with Article 5 (No Discrimination) of this Agreement***" (emphasis added).

[18] Article 5, the "No Discrimination" Clause, provides as follows:

> Article 5 – No Discrimination
>
> 5.1 The Employer and the Union agree that there will be no discrimination on the basis of: age; race; colour; religion; creed; sex; gender identity; gender expression; sexual orientation; physical disability or mental disability; ethnic, national or Indigenous origin; family status; marital status; source of income; irrational fear of contracting an illness or disease; political belief, affiliation or activity, or by reason of any Employee's membership in a Union, unless there is a bona fide occupational requirement.
>
> 5.2 Sexual Harassment

> The Employer and the Union and its members are committed to ensure they have a work environment in which all individuals are treated with dignity and respect. Sexual harassment refers to any conduct, comment, gesture, or contact considered to be of a sexual nature that:
>
> - is likely to cause offense or humiliation to any individual; and
> - might, on reasonable grounds, be perceived by that individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
>
> Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits sexual harassment or any discriminatory practices
>
> 5.3 Workplace Harassment
>
> Discrimination The Employer and the Union and its members are committed to ensure they have a work environment that is free from work place harassment and discrimination. Such actions are not tolerated and will be redressed.

[19] Article 5.3 – Workplace Harassment-Discrimination – is not limited to discrimination on "prohibited grounds," i.e. those grounds found in s.5(1) of the *Human Rights Act*, 1989 R.S.N.S., c.214.

***Conclusion Re: Ambit of the Dispute-Resolution Scheme***

[20] As required by s.42 of the *Trade Union Act*, the Collective Agreement between the Municipality and CUPE Local 2618 contains a process for final settlement, by grievance and arbitration, of differences concerning its violation. Also in compliance with s.42 of the *Trade Union Act*, the Collective Agreement permits Probationary Employees to access the grievance and arbitration procedure to challenge their dismissal, although arbitral review is limited to whether the Employer has complied with the No Discrimination provisions in Article 5. These

Collective Agreement provisions, in combination with the *Trade Union Act*'s requirement that every collective agreement incorporate provisions to settle differences concerning its violation, show a strong preference for the dispute resolution process set out in the legislation and the contract, including the resolution of disputes concerning probationary employees, and in particular, the termination of probationary employees. Pursuant to the *Trade Union Act* and the Collective Agreement between the Municipality and CUPE Local 2618, disputes arising explicitly or inferentially from the collective agreement, including disputes concerning the termination of probationary employees, fall within the exclusive jurisdiction of an arbitrator, subject to the court's residual remedial authority: see *Cherubini* at para.22.

**Essential Character of the Dispute**

[21] In order to determine the essential character of the dispute, I must examine the factual context in which it arose, not its legal characterization: see *Regina Police Assn. Inc. v. Regina (City) Board of Police Commissioners*, [2000] 1 S.C.R. 360 at para.29.

[22] In the Amended Notice of Application in Court, Ms. Gentleman claims:

1. general damages for wrongful dismissal and lack of reasonable notice of termination of employment;

2. special damages for any and all financial losses arising from wrongful dismissal;

3. general and special damages for breach of contract;

4. general and special damages for negligent misrepresentation;

5. damages for loss of benefits;

6. true aggravated damages and damages for mental distress and humiliation; in particular, damages with regard to the manner of treatment of the Applicant by the Respondent prior to and at the time of her termination and breach of contract;

7. damages for breach of the implied term, duty and organizing principle of contract law that the parties shall perform contractual obligations and responsibilities honestly and in good faith in relation to the other contractual party; and

8. such other remedy or remedies as this Honourable Court may consider appropriate.

[23] During oral argument on the motion, counsel for Ms. Gentleman confirmed that the facts giving rise to the negligent misrepresentation claim occurred after Ms. Gentleman accepted the offer of employment.

[24] In the Grounds for the Order, Ms. Gentleman alleges in part as follows:

1. The Municipality offered the Planner position to Ms. Gentleman.
2. Ms. Gentleman accepted the offer.
3. Her start date was to be January 18, 2023.
4. On January 16, 2023, the Municipality "withdrew" the offer.
5. The Municipality advised her that they had withdrawn the offer of employment because the "match was not appropriate" because of a "different planning approach."
6. The Municipality offered her no compensation or reasonable notice.
7. The Municipality wrongfully dismissed her from her employment by failing to provide her with reasonable notice or pay in lieu thereof.

8. For the same reasons, the Municipality breached the contract between it and Ms. Gentleman.

9. For the same reasons, there was a special relationship between the Municipality and Ms. Gentleman, the Municipality made numerous misrepresentations to Ms. Gentleman that were untrue, inaccurate and misleading, that the Municipality's employees were negligent in making these representations, that Ms. Gentleman relied on those misrepresentations, and such reliance caused her damages.

10. For the same reasons, and in the alternative, the Municipality's employees were negligent in not properly assessing and evaluating Ms. Gentleman's qualifications and fitness for the position before making the offer of employment.

11. For the same reasons, the manner of termination caused Ms. Gentleman mental distress, humiliation and embarrassment, entitling her to aggravated damages, damages for mental distress and humiliation, in particular the Municipality:

a. encouraged Ms. Gentleman to apply for the position and then offered it to her, and then "withdrew" it;

b. misled Ms. Gentleman as to the reason for the "withdrawal" of the offer of employment;

c. actively misled Ms. Gentleman by assuring her that her employment was secure when in fact a decision had been made to "withdraw" the offer of employment;

d. failed to follow its own policies and procedures in making a commitment of employment and then reneging on that commitment;

e. failed to properly assess and evaluate Ms. Gentleman's qualifications and fitness for the position before offering the position to her and subsequently committing themselves to her with regard to future employment.

12. For the same reasons, the Municipality breached the implied duty to perform contractual obligations and responsibilities honestly and in good faith.

13. Ms. Gentleman also seeks compensation and damages for losses of certain benefits that she would have been entitled to during her employment, such as extended health care, dental care and pension benefits.



[25] Ms. Gentleman asserts that the essential character of the dispute is over the proper interpretation of paragraph 8 of the offer letter, which Ms. Gentleman argues is a dispute over the interpretation of a pre-employment contract. I disagree. The *essence* of Ms. Gentleman's claims concerns the decision of the Municipality to *terminate* her employment. She challenges the asserted grounds for the termination and the manner in which the termination was carried out, and she claims damages for same. What matters is not the legal characterization of Ms. Gentleman's claims, but whether the facts of the dispute fall within the ambit of the collective agreement: *Weber* at para.44.

**Essential Character of Dispute Falls Within the Dispute Resolution Scheme**

[26] I conclude that the essential character of the dispute – a dispute concerning the Municipality's decision to terminate Ms. Gentleman's employment and the manner of termination – falls within the dispute resolution regime.

[27] It is common ground between the parties that Ms. Gentleman was an employee of the Municipality at the time of her termination. Article 4.1 of the Collective Agreement defines "Employee" as an employee in the bargaining unit and covered by the Collective Agreement. Ms. Gentleman was hired into the full-time permanent position of Planner. The position of Planner is in the bargaining unit, and is covered by the Collective Agreement. Ms. Gentleman was an "Employee" within the meaning of the Collective Agreement.

[28] Ms. Gentleman was subject to a six-month probationary period. Therefore, at the time of her termination, she did not fall within the definition of "Full-Time Employee" in Article 4.2 of the Collective Agreement. She fell within the definition of "Probationary Employee" in Article 4.5 of the Collective Agreement: an employee who has been *hired* but has not completed the six-month probationary period. This conclusion is consistent with Article 13.2 of the Collective Agreement dealing with seniority, which distinguishes between the date an employee "actually commences employment in the Bargaining Unit," which is when the six-month probationary period starts, and the employee's first date of employment, which becomes the employee's seniority date once they successfully complete the probationary period.

[29] Both the language of the Collective Agreement, as just described, and arbitration decisions support my conclusion that, once Ms. Gentleman accepted the offer of employment, her employment was governed by the Collective Agreement: see, for example, *Saint John Fire Fighters' Assn., Local 771 v. Saint John (City)*, 2003 CarswellNB 390 (Christie, Board Chair) at paras.61 and 63 and *MacDonald, Dettwiler & Associates Ltd. v. SPATEA*, 2006 CarswellOnt 5072 (Joliffe) at para.20.

[30] The common law as it applies to individual employment contracts is no longer relevant to employer-employee relations governed by a collective agreement: *McGavin Toastmaster Ltd. v. Ainscough*, [1976] 1 SCR 718 at p.725.

[31] As a probationary employee, Ms. Gentleman was entitled to grieve the termination of her employment as a violation of Article 5 of the Collective Agreement.

[32] In addition, provisions such as s.41 of the *Trade Union Act* have been used to successfully grieve the termination of probationary employees, in cases where the collective agreement denies probationary employees just cause protection, where it is shown that the decision to terminate was arbitrary, discriminatory, or made in bad faith: see, for example, *Prince Edward Island Department of Health*

*and Wellness v International Union of Operating Engineers, Local 942*, 2013 CanLII 13037 (NS LA) (Kydd, Chair), application for judicial review dismissed, 2014 PESC 31; *Nova Scotia Union of Public and Private Employees, Local 13 v Halifax Regional Municipality*, 2020 CanLII 54564 (NS LA) (Richardson) at para.129; and *Newfoundland and Labrador Association of Public and Private Employees v. Newfoundland and Labrador (Treasury Board)*, 2011 NLTD 82 at para.33; and Brown and Beatty, *Canadian Labour Arbitration* (5th edition), at para. 7:80.

[33] Moreover, it was open to CUPE Local 2618 to file a Union Policy grievance challenging the Municipality's reliance on paragraph 8 of the offer letter as constituting individual negotiation in violation of the Article 3.1 (the Recognition clause) and Article 3.3 (the prohibition against individual dealing) of the Collective Agreement. Recognition clauses fetter management's ability to negotiate, without the consent of the union, individual agreements with its employees: see Brown & Beatty at para.9.2.

[34] This dispute about the Municipality's termination of Ms. Gentleman's employment clearly arises from the Collective Agreement and the only means of redress for Ms. Gentleman was the statutory arbitration process, subject to the court's residual remedial authority.

**Effective Redress**

[35] Courts may, in exceptional cases, take jurisdiction even in cases in which an arbitrator otherwise has exclusive jurisdiction: the courts retain residual authority to provide remedies that the arbitrator is not empowered to grant: *Cherubini* at para.68. The relevant question is not whether the grievance and arbitration procedure provides the same rights and remedies as would a court, but whether the court's failure to intervene would result in a "real deprivation of ultimate remedy": *Cherubini* at para.69. In other words, the question is whether the grievance and arbitration procedure provides an answer to the problem: *Cherubini* at para.69.

[36] Consideration of this question must take into account the very broad powers possessed by arbitrators: *Cherubini* at paras.70-71, relying on *Weber* and *O'Leary*.

[37] Ms. Gentleman argued in part that the grievance and arbitration process would not provide her with an effective remedy because she is out of time to file a grievance. I respectfully reject that argument. First, the fact that a claimant may be out of time to file a grievance does not give jurisdiction to a court to hear a civil claim that would otherwise have been within the exclusive jurisdiction of an arbitrator: *Cape Breton-Victoria Regional Centre for Education v. McInnis*, 2025 NSCA 15 at para.27. Second, s.43D of the *Trade Union Act* gives an arbitrator the

authority to extend the time for the taking of any step in the grievance or arbitration procedure under a collective agreement notwithstanding the expiration of the time if the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.



[38] The time limits in the Collective Agreement did not preclude Ms. Gentleman, acting with diligence, from obtaining effective redress through the grievance and arbitration procedure: see *Cherubini* at para.79.

[39] With respect to the merits of Ms. Gentleman's claims against the Municipality, Ms. Gentleman argued that, if she is considered a Probationary Employee under the Collective Agreement, there would be no effective redress for her under the Collective Agreement; for example, she would not have the benefit of the just cause provisions. This argument is not tenable, as she is advocating for remedies that would not have been available to her had she not been terminated from her employment.

[40] The Collective Agreement and the grievance and arbitration procedure provided an answer to Ms. Gentleman's claims. An arbitrator had the jurisdiction to determine whether the Municipality's termination of Ms. Gentleman's

employment was in violation of Article 5 of the Collective Agreement and/or whether it was arbitrary, discriminatory or in bad faith, and/or whether it was a violation of the union recognition clause. An arbitrator has very broad powers, which include the power to consider torts and award damages for torts (see *Ashley v. Nova Scotia (Attorney General)*, 2024 NSSC 104 at paras.13-16), and, unlike the courts, the power to reinstate employment (see Brown & Beatty at para.7.80). Even if there is a discrepancy between the remedies available through arbitration versus a civil claim, this is not a sufficient basis for the court to retain jurisdiction: *Cape Breton-Victoria Regional Centre for Education* at para.27. The grievance and arbitration process afforded Ms. Gentleman a real remedy for her claims: see *Cherubini* at para.66. In these circumstances, there is no room for this court to exercise its residual jurisdiction: see *Northern Regional Health Authority v. Horrocks*, 2021 SCC 42 at paras.23 and 73 and *Cape Breton-Victoria Regional Centre for Education* at paras.18 and 26.

**What is the Applicable Civil Procedure Rule?**

[41] In its Notice of Motion, the Municipality relied on Civil Procedure Rule 4.07 - dismissal of an action for want of jurisdiction and/or Rule 13.03(1)(b) - summary judgment on the pleadings. Rule 4.07 only applies to actions. As the Municipality relied on evidence for its motion, Rule 13.03(1)(b) does not apply. The applicable

rule is Rule 5.14(1) (now 5.16(1)), which states that a respondent who maintains that the court does not have jurisdiction over the subject of an application may make a motion to dismiss the application for want of jurisdiction. Ms. Gentleman had earlier agreed, in an unsuccessful motion brought by the Municipality to convert the application to an action, that the "*Weber*" issue could be decided pursuant to a motion under Rule 5.14(1): *Gentleman v. Kings (County)*, 2024 NSSC 165 at para.5.



[42] The Municipality's reliance in its Notice of Motion on Rules 4.07 and 13.03(1)(b) was an irregularity or mistake and does not invalidate this motion. Pursuant to Civil Procedure Rule 2.02(2), I excuse the Municipality's mistake in not relying on Rule 5.14(1). What governs this motion is substance, not form: the Supreme Court has no jurisdiction to hear this Application.

**Conclusion**

[43] For all of these reasons, I conclude that the essential character of Ms. Gentleman's claims against the Municipality arise out of the Collective Agreement between the Municipality and CUPE Local 2618 and that the claims of Ms. Gentleman in this Application in Court fall within the exclusive jurisdiction of an arbitrator. The Supreme Court has no jurisdiction to entertain this Application. Ms.

Gentleman's Application against the Municipality is dismissed for want of jurisdiction.

[44] If the parties cannot agree on the issue of costs, I will receive written submissions from the Municipality within two weeks of this decision and from Ms. Gentleman within four weeks of this decision.

Gatchalian, J.