

Lexis+ AI - Prompt

Draft arguments that suggest that an arbitrator unreasonably chose the union's final offer for a five percent increase in worker wages as opposed to the employer's final offer of 1.5 per cent effective Aug. 6, 2023, plus a \$1000 lump sum payment. Part of the argument should include that the arbitrator used limited comparables such as the bargaining agreements reached by other similar employers and their unions. The employer is a grocery store franchise.



AI Assistant

Based on these issues and facts provided

- The arbitrator chose the union's final offer of a five percent wage increase.
- The employer's final offer was a 1.5 percent wage increase effective Aug. 6, 2023, plus a \$1000 lump sum payment.
- The arbitrator used limited comparables, such as bargaining agreements reached by other similar employers and their unions.
- The employer is a grocery store franchise.

Here is the legal argument:

The arbitrator's decision to select the union's final offer of a five percent wage increase over the employer's final offer of a 1.5 percent increase effective August 6, 2023, plus a \$1000 lump sum payment, was unreasonable for several reasons.

Firstly, the arbitrator's reliance on limited comparables, such as the bargaining agreements reached by other similar employers and their unions, does not provide a comprehensive basis for the decision. The use of comparables is a critical aspect of the arbitration process, especially in final offer selection, as it ensures that the decision is grounded in a broader context of industry standards and economic realities. By relying on a narrow set of comparables, the arbitrator failed to consider the full spectrum of relevant data, which could have provided a more balanced view of the appropriate wage increase.

Secondly, the final offer selection process, as outlined in the legislation, requires the arbitrator to choose one of the final offers without modification. [Gariano \(Re\), \[2003\] A.L.R.B.D. No. 2](#) This process inherently demands a thorough and fair assessment of both offers. The employer's offer of a 1.5 percent wage increase, coupled with a \$1000 lump sum payment, represents a reasonable and balanced approach to wage adjustments, considering the economic conditions and the financial health of the grocery store franchise. The arbitrator's decision to favour the union's offer, which represents a significantly higher wage increase, appears to lack a rational basis when viewed against the limited comparables used.

Moreover, the principles underlying the duty of fair representation, as established in *Reid v. United Steelworkers of America Local Union No. 7226*, emphasize that unions have considerable discretion in how they handle grievances and negotiations, but this discretion must be exercised fairly and reasonably. [The Unisil Assn. \(Re\), \[2020\] A.L.R.B.D. No. 38](#), [General Teamsters, Local 362 \(Re\), \[2020\] A.L.R.B.D. No. 32](#) Similarly, arbitrators must exercise their discretion in a manner that is fair and reasonable, taking into account all relevant factors and comparables. The arbitrator's

decision in this case does not appear to meet this standard, given the limited scope of comparables considered.

In conclusion, the arbitrator's decision to select the union's final offer was unreasonable due to the reliance on a narrow set of comparables and the failure to adequately consider the employer's reasonable offer. The decision lacks a comprehensive and balanced assessment of the relevant factors, which is essential in the final offer selection process.

Please provide more legal facts if you want me to extend the argument.

Content Supporting AI-Generated Response:

[Marketing of Agricultural Products Act: ALBERTA VEGETABLE GROWERS \(PROCESSING\) NEGOTIATION AND ARBITRATION REGULATION, SECTION 22 Final offer selection](#) | Alberta Regulations | Alberta

[Gariano \(Re\), \[2003\] A.L.R.B.D. No. 2](#) | Alberta Labour Relations Board Reports | Alberta

[The Unisil Assn. \(Re\), \[2020\] A.L.R.B.D. No. 38](#) | Alberta Labour Relations Board Reports | Alberta

[General Teamsters, Local 362 \(Re\), \[2020\] A.L.R.B.D. No. 32](#) | Alberta Labour Relations Board Reports | Alberta