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Northwood Pulp and Timber Ltd. -and- IWA - Canada, Local 1-424

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H.A. Hope, Q.C.

NOVEMBER 30, 1989

HOURS OF WORK NORMAL HOURS - PAST PRACTICE

Under the terms of the collective agreement in effect between the parties, the Employer is not entitled to unilaterally extend the hours of a sawmill shift from 6-1/2 hours work for 8 hours pay to 7-1/2 hours work for 8 hours pay. The hours have been established by a course of practice over a number of years and therefore the Employer is not entitled to vary the established hours unilaterally.

Decision: Grievance allowed. The Employer is in breach of the collective agreement. The matter of compensation is referred to the parties to resolve if possible.

Facts: At issue in this dispute is whether the Employer was in breach of the collective agreement when it unilaterally extended the hours of a sawmill shift from 6-1/2 hours work for 8 hours pay to 7-1/2 hours work for 8 hours pay. The relevant clause of the collective agreement provides that employees working under the three-shift basis will receive 8 hours pay upon completion of the full hours established as their regular shift.

Reasons: Although the collective agreement was silent as to the number of hours to be worked to earn the 8 hours pay, the midnight shift in question had always consisted of 6-1/2 hours work for 8 hours pay. Therefore, the shifts had been established by the course of conduct of the parties and could not be unilaterally changed by the Employer.

N. K. Trerise, Counsel for Employer; F. Lambeck, Counsel for Union