

Rel# 19868
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IN THE MATTER OF AN ARBITRATION

BETWEEN:

NESTLE CANADA INC.

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Ministry of Labour
DRS - ARBITRATION SERVICES

(the "Employer")

- and -

UNIFOR, LOCAL 252

(the "Union")

AWARD

A proceeding was held into this matter in respect of which representations of the parties were heard by me on November 5, 2015. It is pursuant to those representations that I issue this Award.

The matter at issue is the Employer's change to its payroll practice. The Employer initially advised the Union and employees of its intention to change its weekly payroll system to a bi-weekly system on or about October 1, 2014. On or about May 1, 2015, the Employer formally notified its employees that it would be replacing its weekly payroll system with a bi-weekly payroll system effective July 1, 2015. The Union grieved.

The foundation of the Union's grievance is twofold. First, the Union takes the position that the Employer is estopped from altering its payroll practice to adopt a bi-weekly payroll system. In so asserting, the Union relies on the consistent past practice of the Employer using a weekly payroll system. In light of cases such as: *Chronicle Journal v. CEP, Local 191* (2003), 117 LAC (4th) 385 (Surdykowski) and *Agropur*

Division Natrel v. Teamsters Local 647 (2009), 98 CLAS 40 (Devlin) and the subsequent decisions that rely upon those awards, I am of the view that a practice, even a long standing and consistent practice, of an employer exercising its management rights in a particular way does not, in and of itself, amount to a representation that the employer will not change its practice. It remains within the Employer's management rights to change that practice.

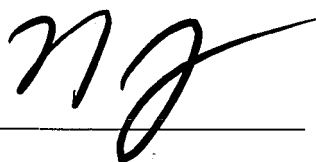
In the alternative, the Union takes the position that references in the collective agreement imply an intention by the parties to enshrine a weekly payroll system. I disagree.

To the extent that there are references in the collective agreement, I am not persuaded in all the circumstances that those references establish a clear intention of the parties to enshrine a weekly payroll system.

I am also not persuaded that the introduction of a bi-weekly payroll system has any substantive impact on the rights and entitlements of the employees under the collective agreement.

Consequently, the grievance is dismissed.

Dated November 9th, 2015.



Norm Jesin