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*In the matter of an arbitration between*

**AEP CANADA INC.**

*(The Employer)*

*and*

**UNITED STEELWORKERS**

*(The Union)*

*Grievance re Article 14—Vacations*

*before*

*Paul Craven, Sole Arbitrator*

*A hearing was held at Toronto, Ontario, on October 21, 2014.*

*For the Employer: Allan Wells, Counsel*

*Ray Yankanah*

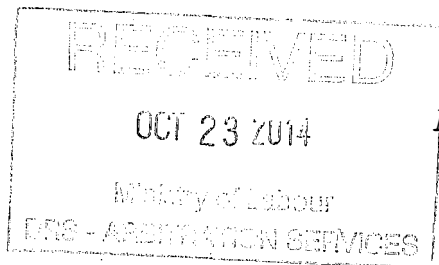
*Ann Wong*

*For the Union:*

*Courtney Joseph, Staff Representative*

*Richard Buffett*

*Gordon (Ed) Terry*



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## **AWARD**

I was invited by the parties to interpret the provisions of Article 14, Vacations, in their 2011 Collective Agreement. During the course of the hearing on October 21, 2014, the parties consented to the release of the following interpretation of that provision as my award in this matter:

“An employee who has 5 years’ service at July 1 of any year is entitled to take three weeks’ vacation in respect of the period from that July 1 to the next June 30 and to be paid 6% of his/her total taxable earnings in that same July 1-June 30 period. Thus an employee who has 5 years’ service at July 1, 2014 is entitled to three weeks’ vacation in respect of the period July 1, 2014-June 30, 2015 and to be paid 6% of his/her total taxable earnings for the period July 1, 2014-June 30, 2015. The agreement is silent about when in the period

an employee may take a vacation and makes no express provision for the accrual of vacation pay entitlement during the period.”

I remain seised as requested to deal with any issues arising out of the implementation of this award.

*Dated at Toronto, 21 October 2014,*

A handwritten signature in cursive script, appearing to read "Paul Craven", written in dark ink.

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*(Prof.) Paul Craven*