

IN THE MATTER OF A GRIEVANCE under the *Labour Relations Act, 1995* and
pursuant to a collective agreement

BETWEEN:

2179596 Ontario Inc. o/a Travelodge Toronto East
(the “Employer”)

-AND-

Teamsters Local Union 847
(the “Union”)

Vacation Pay Grievance No. 6878

Appearing for the Employer:

Jit Tanna, General Manager (participated by telephone)

Appearing for the Union:

Lisa Triano, Counsel

Fernanda Santos, President, Local 847

Juanita Asistido, Steward

Hearing held on March 14, 2016 in Toronto, Ontario

Decision issued: March 14, 2016

CONSENT ORDER

1. I have been appointed by the Minister of Labour pursuant to section 49 of the *Labour Relations Act, 1995*, to hear a grievance dated February 8, 2016, claiming that the Employer has failed to pay vacation pay in accordance with the terms of the Collective Agreement between the parties.

2. Articles 15.01 and 15.02 of the Collective Agreement state:

15.01 (a) Employees who have been employed for less than one (1) year shall receive a vacation in accordance with the *Employment Standards Act*.

(b) Employees shall receive the following annual vacation with pay based on their completed years of service:

Years of Service	Entitlement
One (1) to five (5)	Two (2) weeks
Five or more	Three (3) weeks
Ten (10) or more	Four (4) weeks
Twenty (20) or more	Five (5) weeks

15.02 For each week of vacation entitlement, employee vacation pay shall be calculated on the basis of two percent (2%) of the employees' gross earnings in the year preceding the employee's current vacation year. ...

3. The Employer acknowledges its failure to pay bargaining unit employees the proper percentage of vacation pay in accordance with Article 15.02. As such, it has agreed that it will pay the appropriate vacation pay to all affected employees going forward from the date of this hearing.

4. For the sake of clarity, the Employer acknowledges that this means it will pay 4% of an employee's gross earnings in the year preceding the employee's current vacation year for those employees with one to five years service who are entitled to two weeks vacation per year. For those employees who have five or more years of service, who are entitled to three weeks vacation per year, it will pay 6% of the employee's gross earnings in the year preceding the employee's current vacation year. For those employees who have ten or more years of service, who are entitled to four weeks vacation per year, it will pay 8% of the employee's gross earnings in the year preceding the employee's current vacation year. Finally, for those employees who have 20 or more years of service, who are entitled to five weeks

vacation per year, it will pay 10% of the employee's gross earnings in the year preceding the employee's current vacation year.

5. In addition to the prospective payment of vacation pay in accordance with the terms of the Collective Agreement, and as outlined above, within ten days of the date of this Consent Order, the Employer will provide the Union with a spread sheet indicating the retroactive vacation pay owing to each affected bargaining unit member for the last two years dating back from February 1, 2016.

6. By April 20, 2016 the Employer will pay to the affected employees all retroactive vacation pay owing for the last two years.

7. I will remain seized to address any issues that may arise out of the interpretation or implementation of this award.

Dated at Toronto this 14th day of March, 2016.

"Gail Misra"

Gail Misra, Arbitrator