

**IN THE MATTER OF AN ARBITRATION
PURSUANT TO THE *LABOUR RELATIONS ACT*, 1995**

BETWEEN

**MILK AND BREAD DRIVERS, DAIRY EMPLOYEES, CATERERS AND ALLIED EMPLOYEES,
LOCAL UNION 647, AFFILIATED WITH THE INTERNATIONAL BROTHERS OF TEAMSTERS
(Hereinafter referred to as the “Union”)**

AND

GATE GOURMET INC.

(Hereinafter referred to as the “Company”)

Group Grievance re: Vacation Pay Accrual (#05339)

ARBITRATOR: Tatiana Wacyk

APPEARANCES:

FOR THE UNION: Jorge Hurtado

FOR THE EMPLOYER: Alyssa LeBlanc

DATE OF HEARING: July 29, 2019

LOCATION OF HEARING: Toronto, Ontario

DATE OF DECISION: July 29, 2019

INTERIM DECISION

1. This grievance deals with historic inaccuracies in the recording of vacation accrual ("PTO Accrual") and the alleged failure to pay vacation pay on vacation pay.
2. The hearing in this matter is scheduled to continue on October 31, 2019 and May 26, 2020.
3. In the interim, the parties agree and I so order:

a) If an employee notices:

- i. an alleged discrepancy in his or her pay stub for PTO Accrual; or
- ii. he or she was allegedly not paid his or her requested vacation entitlement;

the employee shall notify Human Resources within seven (7) business days of receipt of the pay stub, or seven (7) business days of the day that employee returned to the workplace if on leave or vacation;

b) The Company shall investigate the alleged error. If the error is substantiated, the Company shall fix the error within "Workday" and provide the employee with any money, if owed, within and report back to the employee within five (5) business days (the "Protocol").

4. The Company shall provide to the Union, the "Vacation Accrual Summary Report " (the "Report") generated by Workday, the third party payroll software provider, on a bi-weekly basis, for three (3) pay periods once the Report is built by Workday.
5. I remain seized of any issues arising from this grievance.

DATED AT TORONTO, THIS 29TH DAY OF JULY, 2019.

"Tatiana Wacyk"
Arbitrator