

In the Matter of an Arbitration
Between
G4S Secure Solutions Canada
and
UFCW Local 333

AWARD

Before:	Dana Randall
For the Employer:	William Anderson, counsel
For the Union:	Mark Gernon, consultant

A hearing in this matter was held on March 12, 2020 in Toronto, Ontario.

AWARD

UFCW Canada Local 333 (the “Union”) has grieved G4S Secure Solutions (Canada) Ltd. (the “Company”) in relation to the Company’s administration of the Company’s vacation pay policy and specifically alleged breaches of Article 16 of the collective agreement between the Company and the Union effective March 1, 2018 to February 28, 2022 (the “Collective Agreement”).

After reviewing the relevant documents and having heard the submissions of the parties, I award as follows:

1. All employees with seniority of one (1) or more years shall be required to take at least two (2) weeks of vacation each vacation entitlement year in accordance with their seniority and Article 16 of the Collective Agreement. Employees shall be paid for such vacation time from the employee’s accrued and banked vacation pay from the previous calendar year or years (the “Vacation Pay Bank”), at such time and manner provided for in Part XI of the Employment Standards Act, 2000, as amended (the “ESA”).
2. Employees with less than one (1) year of accrued seniority shall receive vacation time and vacation pay for the stub period to December 31 during the employee’s first year of service in accordance with the ESA.
3. When an employee requests vacation time off and the Company approves such request, the Company will pay the employee for the vacation time from the employee’s Vacation Pay Bank until such Vacation Pay Bank has been depleted.
4. An employee may also request up to twice in any one calendar year payment by the Company of all or part of any Vacation Pay Bank, in excess of the two (2) weeks’ accrued vacation pay which is required to be paid to the employee in respect of the employee’s vacation time off.
5. To clarify and notwithstanding subsection (iv) above, an employee is not entitled to payment of vacation pay pursuant to subsection (iv) which has accrued in the current calendar year or would result in the Vacation Pay Bank being reduced to an amount less than the amount required to pay the employee for the minimum required two (2) week vacation period in the current calendar year.
6. The Company will not unreasonably withhold any employee’s request for vacation time off made in accordance with Article 16 of the Collective Agreement.

7. If the Company refuses an employee's request or requests for vacation time off during a calendar year, or otherwise fails to schedule the employee for at minimum two (2) weeks of vacation time off in any calendar year, other than a stub vacation year, the employee may request payment of the total amount of the employee's Vacation Pay Bank as of December 31 of the current vacation year.

This award shall be effective immediately and shall extend for the duration of the Collective Agreement.

I remain seized.

DATED THIS 16TH DAY OF MARCH, 2020 IN BARRIE, ONTARIO.

Dana Randall, Arbitrator