

IN THE MATTER OF AN ARBITRATION

B E T W E E N:

ALLURE HOTEL AND CONFERENCE CENTRE

(the “Employer”)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2

(the “Union”)

AND IN THE MATTER OF A POLICY GRIEVANCE CONCERNING THE FAILURE TO
PROVIDE WAGES IN A TIMELY MANNER FOR THE FOUR PAY PERIODS BETWEEN
MARCH 6, AND APRIL 17, 2026

David Starkman

Arbitrator

APPEARANCES FOR THE EMPLOYER

Mathew Badrov

Counsel

APPEARANCES FOR THE UNION

Adam Veenendaal

Counsel

A Virtual Hearing Concerning this Matter was Held on May 19, 2026

DECISION

I was appointed pursuant to section 49 of the *Ontario Labour Relations Act, 1995* to arbitrate a grievance alleging that the Employer failed, in a timely manner, to pay wages for the four pay periods between March 6, and April 17, 2026 to bargaining unit employees.

The Employer has subsequently provided payment to the affected employees and they were made whole for the relevant pay periods.

The parties indicated they wished to establish a process going forward to address any future situations in which the Employer may not be in a position to provide bargaining unit employees with timely payments.

Having considered the positions of the parties, I direct that the Employer notify the Union in writing as soon as it becomes aware that it will be unable to make payroll, and in any event, no later than 6:00 p.m. on the Friday of the pay day.

The Employer shall establish an Emergency Fund from which bargaining unit employees may access up to \$150.00 each.

The Employer is further directed to rectify any missed payroll as soon as possible.

In the event that the Union is not satisfied with the timing of the rectified payment(s), the Union and the Employer shall meet as soon as possible to discuss the missed payroll.

The Union maintains the right to refer any outstanding issues related to the non-payment of wages back to this Arbitrator on an expedited basis. The Union retains the

right to seek any remedy it considers appropriate, and the Employer retains the right to raise any arguments it considers appropriate.

With respect to the payroll missed during the period of March to April, 2026, giving rise to the Grievance, the Employer has previously committed to providing employees with a financial benefit when it becomes financially stable and able to do so. When the Employer reaches that position, it will advise the Union of same and of what it intends to provide. Should the Union disagree with the proposed remedy, it may refer this issue back to me on an expedited basis.

I will remain seized of all issues concerning the interpretation and implementation of this Award.

Dated this 20th day of May, 2026

 

David Starkman