Citation: Domcor Health Safety & Security Incorporated (Re)
2022 BCEST 49

EMPLOYMENT STANDARDS TRIBUNAL

An appeal
pursuant to section 112 of the
Employment Standards Act R.S.B.C. 1996, C.113 (as amended)

- by -

Domcor Health Safety & Security Incorporated
("Domcor")

- of a Determination issued by -

The Director of Employment Standards

pursuant to section 112 of the
Employment Standards Act R.S.B.C. 1996, C.113 (as amended)

PANEL: Kenneth Wm. Thornicroft

FILE NO.: 2021/081

DATE OF DECISION: August 4, 2022

DECISION

SUBMISSIONS

David Penner	legal counsel for Domcor Health Safety & Security Incorporated
Daniel Hubert	on his own behalf
Rodney J. Strandberg	delegate of the Director of Employment Standards

INTRODUCTION

1. Domcor Health Safety & Security Incorporated ("Domcor") appeals a determination issued by Rodney J. Strandberg, a delegate of the Director of Employment Standards (the "delegate"), on August 18, 2021 (the "Determination"). On that same date, the delegate also issued his "Reasons for the Determination" (the "delegate's reasons"). Domcor's appeal is based on subsections 112(1)(a) and (b) of the *Employment Standards Act* (the "*ESA*") – Domcor says that the delegate erred in law, and failed to observe the principles of natural justice in making the Determination.

2. By way of the Determination, Domcor was ordered to pay seven individuals (collectively, the "employees"), each of whom worked for Domcor as a first aid attendant, the total sum of $647,576.04 including section 88 interest. About three-quarters of the employees' unpaid wage award represents unpaid overtime pay. Each individual's unpaid wage entitlement is set out in a separate "Wage Calculation Summary", appended to the delegate's reasons.

3. Further, and also by way of the Determination, the delegate levied four separate $500 monetary penalties against Domcor in light of its contraventions of sections 17, 18, 45 and 46 of the *ESA*. Thus, the total amount payable under the Determination is $649,576.04.

4. Domcor says that the Determination should be cancelled, and that the matter of the employees' unpaid wage entitlements should be "remitted to the Employment Standards Branch for a redetermination by a new and impartial delegate in accordance with the applicable law."

5. Domcor's appeal principally concerns the interpretation and application of the *ESA*'s "on call" pay and wage recovery provisions, but Domcor also says that the delegate did not conduct a procedurally fair and unbiased investigation. Save for one relatively minor error in relation to the applicable wage recovery period for one of the employees (which matter I am referring back to the Director of Employment Standards for purposes of recalculation), I am satisfied that the Determination should be confirmed.

THE DETERMINATION

6. As set out in the delegate's reasons, Domcor offers first aid services at various industrial sites throughout Canada, including at the Myra Falls mine in Strathcona Provincial Park on Vancouver Island. This mine is

operated by Nyrstar Myra Falls Ltd. ("Nyrstar"). Domcor provided first aid services pursuant to a contract with Nyrstar. Under this services contract with Nyrstar, Domcor was obliged to "supply Occupational First Aid Level Three First Aid coverage at the Myra Falls Site 24 hours per day, seven days per week, and would ensure that an off-duty First Aid attendant was always onsite to ensure coverage if the on duty First Aid attendant had to leave the site" (delegate's reasons, page R3).

7. Six of the seven employees filed separate unpaid wage complaints under section 74 of the *ESA*. The seventh employee was awarded wages under the Determination as a result of the delegate's review of Domcor's payroll records. Of the six complainants, five advanced a claim for "stand by pay", and five sought unpaid overtime pay.

8. With respect to the overtime pay claim, the delegate noted, at page R2 of his reasons:

> My investigation found that the overtime averaging agreements prepared by the Employer were invalid. The Employer voluntarily resolved the issue of unpaid overtime earned by the Complainants and not paid because of these agreements. It paid the unpaid overtime wages to each Complainant.

The delegate also noted, at page R9 of his reasons, that each employee's Wage Calculation Summary included "the payments voluntarily paid…to each [employee] to resolve the issue of unpaid overtime because the overtime averaging agreements [that] each [employee] sign[ed] were not valid."

9. The "stand by" (or "on call") pay claim flows from the section 1(1) definition of "work":

> "work" means the labour or services an employee performs for an employer whether in the employee's residence or elsewhere.
>
> (2) An employee is deemed to be at work while on call at a location designated by the employer *unless the designated location is the employee's residence*. (my *italics*)

10. With respect to the "on call" pay claim, the delegate noted, at page R3 of his reasons:

> [Domcor] supplied standing instructions to the Complainants, called Post Orders, which said:
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> 1. Employee's shifts [*sic*] are 0600 to 1800 hours for day shifts and 1800 hours to 0600 for night shifts. Day shift workers must be on site the night before their shift begins. The night shift is to sleep on site until the Day shift for the next rotation arrives, and
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> 2. In the "Duties" section, the orders note that "All First Aid personnel are expected to stay on the Work Site for the duration of their tour."
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> The Complainant's [*sic*] attended the mandatory site orientation that included a PowerPoint presentation that said, "All First Aid personnel are expected to stay on the Work Site for the duration of their tour."
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> Each Complainant worked a tour of one week of work, either 12-hour day shifts or night shifts, followed by one week off work.

11. The delegate's key findings regarding the employees' "on call" pay claims were as follows (delegate's reasons, pages R6-R7; R8):

> Although the Complainants lived at the mine site in accommodations provided by [Domcor] between scheduled work shifts, the rooms provided by it at the mine were not their residences. The rooms were a temporary or intermittent location where they lived only when working. This temporary accommodation has none of the usual indicia if they were the Complainant's [*sic*] residences. Although [Domcor] reserved these rooms for their exclusive use, the Complainants did nothing there but live while on tour and that they left for their residences when their tours were complete, returning to their residences elsewhere where they set up and continued with the balance of their lives outside of work.
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> I conclude that the temporary accommodation provided by the Employer at the mine for the Complainants was not their residence.
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> * * *
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> I find that [Domcor] so restricted the Complainants' activities between scheduled shifts that it specified a location, other than their residence, where they had to remain. I find that they were at work, and not on call, between their scheduled shifts. I find that this restriction on their freedom of movement between shifts is sufficient to convert time between scheduled shifts from being on-call to being at work.
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> The Complainants were at work from their arrival on-site from 1800 hours the evening before they began a scheduled day shift the following day, or alternatively after they concluded a night shift until the employees starting a shift arrived, and while they were on site. So, time spent prior to the start of, or after the conclusion of, a scheduled shift and during the Complainants' attendance at the mine was work. [Domcor] must pay the Complainants wages for this work.

12. Apart from its argument that the employees' on-site accommodations constituted their "residences" (and, therefore, the employees were not entitled to "on call" pay), Domcor alternatively argued that the employees were not entitled to "on call" pay by reason of section 37.51 of the *Employment Standards Regulation*. The delegate rejected this submission, holding that it could not apply since the employees were not employed in the oil and gas well drilling and servicing industry. Domcor is not appealing this finding.

13. As noted in the delegate's reasons (at page R8), as a result of the delegate's findings, the employees were either working, or deemed to be at work (and thus entitled to wages under the *ESA*), "from the time the [employees] arrived at the mine as directed by [Domcor] until they left after their tour concluded, also as directed by [Domcor]".

ISSUES ON APPEAL

14. As noted above, Domcor says that the delegate erred in law and failed to observe the principles of natural justice in making the Determination. Briefly, Domcor says that the delegate misinterpreted and misapplied the definition of "work", awarded wages contrary to the subsection 80(1) wage recovery period, and otherwise erred in making certain findings of fact. Domcor's natural justice arguments center on its assertion that the delegate reasonably appeared to be biased against Domcor based on the

delegate's treatment of the evidence before him, and based on the delegate's conduct during the investigation of the employees' *ESA* entitlements.

15. The delegate provided a submission in response to this appeal. One of the employees also submitted a very brief (one paragraph) submission, but this submission does not meaningfully respond to the issues raised by Domcor in its appeal.

FINDINGS AND ANALYSIS

16. I will address the delegate's alleged errors of law and natural justice breaches in turn, commencing with the former.

Error of law – the "on call" pay issue

17. Under the *ESA*, employees are entitled to be paid for the "work" they perform for their employers. The section 1(1) definition of "work" includes a provision in subsection 2 whereby "[a]n employee is deemed to be at work while on call at a location designated by the employer unless the designated location is the employee's residence." The designated "residence" must be the *employee's* residence. In *Double 'R' Safety Ltd.*, BC EST #D193/01 (confirmed on reconsideration: BC EST #RD529/01), the Tribunal observed that this qualification implies that "[t]he residence must 'belong' to the employee." The notion of "belonging" does not imply "ownership", or some lesser form of exclusive occupancy entitlement (such as a leasehold interest), but does suggest that the residence is rather more permanent than transitory.

18. The evidence of some of the employees was that they "worked 12-hour shifts over seven days when they were at the Myra Falls mine site" and that during their 1-week tours "they lived at the mine in accommodations arranged by [Domcor]". The employees said that they "[were] told when hired that they were not allowed to leave the mine site for the duration of their scheduled tour" and "had to be available at a moment's notice". Their evidence continued (delegate's reasons, page R4):

> Some [employees] said that they were told by [Domcor's] site manager, Andrew Robinson, that they would be fired if they left the mine site. They never left the mine site during their tours, although other employees, like security guards did. They never received personal mail at the mine site and considered their accommodation there while working to be temporary.

19. Domcor's evidence regarding the employees' obligations and restrictions while they were on site at the mine was somewhat inconsistent. Mr. Robinson's (the site manager) evidence (which, as will be seen, is disputed in this appeal) was as follows (delegate's reasons, page R4):

> Andrew Robinson, the site manager for [Domcor], said that the Complainants were not free to leave the mine site during the seven days of their tour. The reason for this is because [Domcor's] contract with Nyrstar always required the availability of a first aid attendant. If an employee was injured and had to be transported to hospital, the other first aid attendant onsite had to cover for the attendant leaving the mine and to perform the work Nyrstar called on them to do.

20. Ms. Fiona Hansed, employed in Domcor's payroll department, provided the following evidence (delegate's reasons, pages R4-R5):

> [Domcor] expected the Complainants to stay on site for the duration of their tour, meaning that they would live there because it was not workable for them to commute daily. They were free to come and go from the live-in camp when not working provided they could respond within one hour during their off-shift time.
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> During the Complainants' tours, from the start of each seven-day shift to its end, the Employer provided employees with accommodation at the mine. This was physically separated from the work area. When living at the mine, they could use the rooms as they wished, subject to restrictions such as no alcohol or drugs. [Domcor] considered the rooms it supplied the Complainants as their primary residence while on their tour. It never delivered mail or other personal items to them at their accommodation at the mine.
>
> Complainants not on-duty could, and did, leave the mine site to take part in recreational activities such as sight seeing, mountain biking, swimming, and hiking if they could respond within one hour if called on to support the on-duty first aid attendant. [Domcor] expected they would notify their co-workers if they left the mine site as a safety precaution because these activities occurred in a wilderness area. As there is no cell phone coverage, [Domcor] supplied a radio for the Complainants to when the [*sic*] left the mine. It expected that they would respond within one hour if needed. Ms. Hansed denied that [Domcor] ever told any Complainant that he or she would be fired if they left the mine site when not working a scheduled shift…
>
> [Domcor's] view is that the Complainants were not at work when not working a scheduled shift and were on-call at their residence at the mine. [Domcor] reserved the rooms for their exclusive use. Between shifts, the Complainants were on call, and were expected to stay ('reside') at the mine, from which they could come and go, provided, they were available to respond to a call in one hour. As such, they were not at work between scheduled shifts, but were on call in their residence, and not entitled to wages for this time.
>
> Alternatively, [Domcor], by providing the Complainants with radio [*sic*] and requiring them to respond within one hour, supplied them freedom of movement and did not choose a location for them while on-call. So, [Domcor] did not have to pay wages.

21. The delegate held that the on-site accommodations Domcor provided to the employees could not be characterized as their "residences", and thus the employees were "on call" throughout their entire 7-day tours. In making this determination, the delegate concluded that Domcor restricted the employees' freedom of movement to such a degree that even when they were not "on duty", they were still "on call". The delegate preferred the evidence of Mr. Robinson over that given by Ms. Hansed (delegate's reasons, pages R7-R8):

> I accept Andrew Robinson's information that the Complainants were not free to leave the mine site during the seven days of their tour. I accept that the reason for this is because [Domcor's] contract with Nyrstar always required the availability of a first aid attendant. I acknowledge that this differs from Ms. Hansed's information that the Complainants were free to return to their homes between shifts if they were able to respond to an emergency within one hour.

> I prefer Mr. Robinson's information because it is consistent with the Post Orders that say that "All First Aid personnel are expected to stay on the Work Site for the duration of their tour." This information is consistent with the Complainants' evidence that [Domcor] told them when they were hired that they were not allowed to leave the mine site for the duration of their scheduled tour. I accept the Complainant's [*sic*] evidence that they had to be available at a moment's notice and that that they were told that [Domcor] would fire them if they left the mine site during their tour. I find that in doing so, [Domcor] restricted the Complainants' freedom of movement between scheduled work shifts. This directive effectively precluded the Complainants from engaging in activities of their choosing, such as driving into Campbell River between shifts to eat, attend movies, or shop.
>
> I find that [Domcor] effectively required the Complainants to remain at the mine even when not working, depriving them of the right to do what they wished when not scheduled to work.
>
> I also give weight to [Domcor's] direction to the Complainants that specifically said that day shift workers must be on site the night before their shift begins and that workers coming off a night shift must sleep on site until the day shift for the next rotation arrived. In doing this, [Domcor] met its contractual obligations to Nyrstar by ensuring that there was always an off-duty First Aid Attendant onsite to ensure coverage if the on-duty attendant had to leave the mine, without paying wages to the incoming or outgoing workers.
>
> In doing this, I find that [Domcor] directed and controlled the Complainants' time and activities before or after their shifts began or ended. It gave them no choice. I also find, from a common-sense perspective, if there was a medical emergency at the mine, that it would be unacceptable for an injured worker to wait up to one hour for a First Aid Attendant to return to the mine. This would be the situation if I accepted [Domcor's] assertion that First Aid Attendants were free to leave the workplace if they were able to return within one hour.

22. Domcor concedes that while the employees were off-duty they were nonetheless on call: "There is no issue as to whether the Employees were on call. They were. The issue is whether they were on call at their residence at the mine site."

23. Domcor says that the employees' on-site accommodation was their "residence" during their week-long tours at the mine site. Domcor relies on the Supreme Court of Canada's decision in *Thomson v. Minister of National Revenue*, [1946] S.C.R. 209, a tax case (as well as other cases citing *Thomson*), for the proposition that a person can have more than one residence, and that a residence need not be a location where the person is "ordinarily" resident.

24. The delegate, at page R6 of his reasons, referred to the *Shorter Oxford Dictionary* definition of "reside" ("to dwell permanently or for a considerable time, to have one's settled or usual abode, to live, in or at a particular place"), and characterized a "residence" in the following terms: "the place to which a person has significant permanent ties, where a person receives mail, of where government sends correspondence [and it] is the place where a person centralizes their existence as distinct from place [*sic*] where a person stays or visits for a temporary purpose, such as working."

25. Domcor says that the delegate's analysis may be relevant for determining if a person is "*ordinarily* resident" at a particular location, but notes that this latter term is not used in the section 1(1) definition of "work". Domcor submits that the delegate should have followed the *Thomson* line of authorities, rather than relying on a dictionary definition and, had he done so, "would have recognized that a residence may be temporary, an employee may have multiple residences, and a 'residence' need not be an ordinary or primary residence."

26. The delegate says that Domcor's reliance on decisions outside the employment standards context is misplaced and that, essentially, Domcor is inviting the Tribunal to improperly interfere with findings of fact that were based on a proper evidentiary foundation. The delegate says that the Tribunal has adopted a "narrow" definition of "residence" so as not to undermine the fundamental benefits-conferring nature of the *ESA*.

27. Although the delegate concluded that the on-site accommodations were "reserved…for [the employees'] exclusive use" (delegate's reasons, pages R6-R7), in his submission on appeal, the delegate noted that the employees' evidence about these rooms tended to undermine any notion that these rooms were "residences". For example, the employees could not smoke tobacco or consume alcohol in their rooms, or eat in their rooms, they were not allowed to have overnight visitors in their rooms, they were subject to employer searches of their rooms, they were not allowed to hang pictures on the walls or have personal televisions or monitors in their rooms, there were only shared washrooms, and the rooms did not have any cooking facilities.

28. Domcor says that these various restrictions on the employees' use and occupation of the rooms do not necessarily imply that the rooms cannot be "residences". Domcor notes that many individuals are subject to various restrictions regarding their residences – for example, restrictions regarding the permitted number of occupants, and age-related occupancy restrictions.

29. As previously noted, Domcor concedes that the employees were "on call" while off-duty at the mine site. However, this concession does not determine the "on call" pay issue, since it must also be determined if the employees were on call "at a location designated by the employer" and, if so, whether that location was the employees' "residence". Although this latter term appears in several provisions of the *ESA*, it is nowhere specifically defined. "Residence" is not defined in the *Interpretation Act*.

30. The delegate determined that the on-site accommodations made available to the employees was not their "residence" (page R7). The delegate further determined that Domcor sufficiently restricted the employees' freedom of movement, while at the mine site, such that the mine site was effectively "a location designated by the employer". The delegate determined that during their tours of duty the employees "were not free to leave the mine site" (page R7). The delegate accepted the employees' evidence that Domcor informed them, when hired, that they had "to be available at a moment's notice" and would be "fire[d]…if they left the mine site during their tour" (page R7). The delegate concluded that Domcor "directed and controlled the Complainants' time and activities before or after their shifts began or ended" and "gave them no choice".

31. In my view, the question of whether the on-site accommodations were "residences" is one of mixed fact and law (see, for example, *Arguelles*, BC EST #D002/09 at para. 44) and, as such, the delegate's finding on this matter must be upheld unless he made a palpable and overriding error in making that finding

(*Housen v. Nikolaisen*, 2002 SCC 33 (CanLii), [2002] 2 S.C.R. 235). This aspect of Domcor's appeal largely turns on a matter of statutory interpretation. In *Rizzo & Rizzo Shoes Ltd. (Re),* 1998 CanLII 837 (SCC), [1998] 1 SCR 27 (a decision concerning the interpretation of Ontario's employment standards legislation), the Supreme Court of Canada stated: "Today there is only one principle or approach, namely, the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament" (quoting from Elmer Driedger, *Construction of Statutes*, 2nd ed. 1983). I am also guided by the Supreme Court of Canada's direction in *Machtinger v. HOJ Industries Ltd.,* 1992 CanLII 102 (SCC), [1992] 1 SCR 986, that employment standards legislation should be interpreted in a manner "which encourages employers to comply with the minimum requirements of the Act, and so extends its protections to as many employees as possible".

32. The "employee residence" qualification regarding "on call" pay effectively removes a statutory benefit to which an employee would otherwise be entitled. That being the case, this exemption should be narrowly construed (see, for example, *Hundial (Evergreen Inn)*, BC EST #D408/99 and *Knutson First Aid Services (1994) Ltd.*, BC EST #RD095/01; the latter decision is reviewed in greater detail, below). The "employee residence" exemption to the "on call" pay entitlement perhaps reflects the fact that when an employee is on call at their residence, they may nonetheless engage in various activities, such as household chores or hobbies, that cannot be undertaken at another location. In *Hills (Summerland Taxi)*, BC EST #RD094/11, the Tribunal noted, at para. 37:

> We do not find any ambiguity in the section 1 definition of "work". If the employer designates a location (other than the employee's residence) where the employee must remain while "on call", the employee is deemed to be at work (as in *Hands On Car Wash Inc.*, *supra*). This result is consistent with the section 2(b) purpose of ensuring "fair treatment" for both employees and employers. If the employee is required to remain "on call" at a designated location (other than their residence), their freedom of movement is constrained and, in effect, they continue to be subject to the direction and control of their employer while "on call". If the designated location is the employee's residence, the employee is not deemed to be at work but nonetheless may be "working" for any period of time they are required to actually attend to the employer's affairs following the receipt of a call (as in *Labour Ready*, *supra*). This latter result flows directly from the statutory definition since "work" may be undertaken at the employee's residence. While "on call" at one's residence, an employee has the freedom to attend to their own affairs, a freedom that is largely missing if the designated location is not their residence. Consistent with the ordinary meaning of the statutory language, if an employee is merely "on call" at their residence, they are not at "work".

33. In *Penticton Sikh Temple and Indian Cultural Society*, 2020 BCEST 68, the Tribunal addressed the "employee residence" exception. The employee, a priest, was provided:

> …with the use of a small room on the second floor of the Temple, which acted as his sleeping quarters. The Complainant also had access to a shared washroom, and he cooked his meals in a communal kitchen. The Delegate found that the Complainant's sleeping room was the only space at the Temple that was reserved for his sole use, as all the other spaces were freely accessible to the members of the congregation and the Temple's managing Committee. (para. 10)

34. In *Penticton Sikh Temple*, the Tribunal accepted that while this sleeping room could be characterized as a "residence", the balance of the temple facilities could not be so characterized. A key consideration regarding the sleeping room was the fact that it served as the priest's *only* private domicile. The Tribunal referred to an earlier decision, *Lowan and Lowan*, BC EST #D254/98 (reconsideration refused: BC EST #D269/98) for guidance regarding the meaning of "residence" (at pages 8-9):

> Residence seems to be a notion which the courts and legislatures have rarely clearly defined. It seems to be a notion which is accepted in a common sense way. Residence then is something short of domicile, i.e. the intention to remain in that place permanently, but something more than temporary or intermittent. It has some degree of permanence; it is the person's settled abode; it is the place they carry on the settled routines of life. It would be the place one hangs one's hat, keeps one's clothes, stores treasures and family memories; a place of privacy protected in law from state intrusions; and a place of retreat from the turmoil of the workplace. It would be a place to entertain one's friends. It would be an address of one's own, a phone number, and a place to receive mail.

35. In *Penticton Sikh Temple*, the Tribunal also referenced *Knutson First Aid Services (1994) Ltd.*, *supra*, a case that is broadly factually similar to the present case. As recorded in the appeal decision (BC EST #D300/00 which was confirmed on reconsideration), Mr. Morris worked as a first aid attendant on an oil drilling rig site at a remote location "20 kilometres into the bush". While on site, he had the use of a trailer that "consisted of 3 rooms, a bedroom, a first aid room and a washroom" (the first aid room was located in the "living room" of the trailer). Mr. Morris "was required to be on site and on call 24 hours a day" and "during periods of employment 'would live out of a suitcase, packing a change of clothes, toiletries and books to pass the time'". The member, on appeal, observed:

> I agree with the Director that subsection 1(2) derogates from the minimum standards of the [*ESA*] because it denies an employee entitlement to wages for "work" when that employee is on call at a location designated by the employer if the designated location is that employee's residence. At any other location designated by an employer, that employee would be entitled to be paid wages for being on call. A strict interpretation of provisions that derogate from minimum standards is consistent with the remedial nature of the [*ESA*] and with its purposes…
>
> …the Tribunal has accepted and incorporated the requirement of a degree of permanence or settlement into the meaning of residence for the purposes of the [*ESA*]. I agree with that approach. It is a common sense approach to the notion of "residence" that is not inconsistent with common usage, but is sufficiently "strict" that it meets the purposes and objects of the [*ESA*] and is consistent with its remedial nature.
>
> It follows that I do not accept the argument of counsel for Knutson that something as impermanent as a tent in a campground could be considered as being on a continuum of what is a "residence" for the purposes of the [*ESA*]. I don't disagree with the notion of there being a continuum for what is a "residence" for the purposes of the [*ESA*], but in order to be anywhere on that continuum the location being considered must at least demonstrate the degree of permanence contemplated by the Tribunal's comments in the *Corner House* case.

36. The notion that a "residence" implies "permanence or settlement" was also accepted in *Arguelles*, *supra*, where the Tribunal characterized a "residence" as "an abode or dwelling where [the employee] was otherwise carrying on the settled routines of his life" (para. 55). In *North Island Camp Ltd. (North Island Lodge)*, BC EST #D415/98, the Tribunal described a "residence" as "something more than temporary or

intermittent, but with a degree of permanence: a person's settled abode, where a person keeps clothes, stores treasures and family memories, a place of privacy protected in law from state intrusion, a place of retreat from work, a person's own address, a telephone number, and where a person receives mail." *Double 'R' Safety Ltd.*, BC EST #D193/01 (confirmed on reconsideration: BC EST #RD529/01), is a case that is also factually very similar to the present one. In *Double 'R' Safety*, the Tribunal held "that a temporary abode, such as the one occupied by the employees at the camp cannot be considered to be a residence, as there is no element of permanency [and] [e]ach of these employees did have a permanent residence elsewhere in the province."

37. As previously noted, the delegate's determination that the employees' on-site accommodations were not their "residences" cannot be set aside, unless that decision was based on a palpable and overriding error. In my view, and consistent with the overwhelming weight of Tribunal authority (much of which is summarized, above), it cannot be said that the delegate erred. The delegate applied the appropriate test, as set out in the various Tribunal's decisions discussed above, in defining what constitutes a "residence". Indeed, the delegate's decision is entirely consistent with prior Tribunal decisions such as *North Island Camp*, *Knutson First Aid Services*, and *Double 'R' Safety*, which are essentially factually identical to the case at hand. I see no reason to depart from the rationale underlying those decisions, and Domcor has not advanced any argument as to why I should do so. Indeed, and perhaps surprisingly, neither the delegate, nor counsel for Domcor, discussed these decisions in their respective submissions. While the employees were on call at their on-site accommodations, they were "deemed to be at work" since the "employee residence" exemption does not apply.

38. As for the matter of the "designated location", in *Hills (Summerland Taxi)*, BC EST #RD094/11, the Tribunal noted, at para 39, that "[t]he notion of 'a designated location' implies a significant restriction on the employee's freedom of movement". The delegate correctly observed that if Domcor did not unduly restrict the employees' freedom of movement, while they were off-duty but still "on call", then that "on call" time would not be compensable "work". The delegate determined that the employees' freedom of movement *was* significantly restricted, and I am unable to conclude that this finding amounted to a palpable and overriding error.

39. Although Domcor's appeal is not expressly predicated on the "new evidence" ground of appeal (section 112(1)(c) of the *ESA*), it did submit new evidence on appeal, and maintains that this evidence (an affidavit) is admissible under the *Davies et al*. (BC EST #D171/03) framework. Domcor challenges the delegate's reliance on the site manager's (Mr. Robinson) evidence that the employees "were not free to leave the mine site during the seven days of their tour" (page R7). Domcor says that Mr. Robinson never provided this information to the delegate. Domcor submitted an affidavit (appended to its Appeal Form) from Mr. Robinson in which he states that certain statements attributed to him, and contained in the delegate's reasons, are inaccurate. In particular, Mr. Robinson avers:

- "…at no point have I ever told an employee at the Work Site that they would be fired for leaving the Work Site" (contrary to the evidence recorded in the delegate's reasons at page R4) and that he encouraged the employees to leave the Work Site while off duty and that "Domcor employees at the Work Site would frequently partake in such activities outside the Work Site, which was known and encouraged by Domcor management."
- "At no time have I ever spoken to [the delegate]" and that to the best of his recollection his only communication with the delegate was an e-mail sent November 20, 2019 in which he

> stated: "The staff can exercise around the site and local area within radio contact, Which [*sic*] I know they do as they are keen to tell me about their swimming in the lake or their hike up to Myra Falls to take photographs."

40. Mr. Robinson's evidence is summarized at page R4 of the delegate's reasons. I understand that this summary was based on an e-mail, dated November 20, 2019, from Mr. Robinson to the delegate. The e-mail reads, in part, as follows:

> The First Aid staff at this site are required, by Nyrstar, to carry a radio with them at all times during their shift. The off duty staff are required to respond and assist when asked to during their down time and they get paid for this in accordance to BC labour standards. The staff can exercise around the site and local area within radio contact, Which [*sic*] I know they do as they are keen to tell me about their swimming in the lake or their hike up to Myra Falls to take photographs. There is also a gym on site for staff use and laundry.
>
> The site is more than an hour away from town and the first aid staff are only permitted into town, during their shift, if it is to take a patient to hospital in the ambulance.

41. I agree with Domcor that this e-mail, which was a (but not the only) basis for the delegate's finding that the employees "were not free to leave the mine site during the seven days of their tour", does not unequivocally support that finding. On the other hand, the delegate also referred to the employees' evidence (summarized at page R4 of his reasons) with respect to the constraints on their movement, and the delegate accepted their evidence regarding this latter matter:

> I accept the Complainants' evidence that they had to be available at a moment's notice and that that they were told that [Domcor] would fire them if they left the mine site during their tour. I find that in doing so, [Domcor] restricted the Complainants' freedom of movement between scheduled work shifts. This directive effectively precluded the Complainants from engaging in activities of their choosing, such as driving into Campbell River between shifts to eat, attend movies, or shop.

42. Accordingly – and assuming for purposes of this argument that Mr. Robinson's affidavit is admissible, and further assuming that the delegate, in his reasons, may have overstated (or misstated), the essence of Mr. Robinson's evidence – there still was ample evidence before the delegate which would have allowed him to conclude that the employees' freedom of movement at the mine site was tightly circumscribed. I have scrutinized the employees' submissions to the delegate on this matter (which is contained in the record), and find that there was a proper evidentiary foundation for the delegate's finding that the employees "were not free to leave the mine site during the seven days of their tour".

Error of law – the "wage recovery period" issue

43. Section 80(1) of the *ESA* currently limits[1] the amount of unpaid wages that an employer can be ordered to pay as follows:

[1] Section 80(3) states that the 12-month wage recovery period may be extended to 24 months "in prescribed circumstances", but no such circumstances are currently prescribed.

80. (1) The amount of wages an employer may be required by a determination to pay an employee is limited to the amount that became payable in the period beginning

(a) in the case of a complaint, 12 months before the earlier of the date of the complaint or the termination of the employment, and

(b) in any other case, 12 months before the director first told the employer of the investigation that resulted in the determination,

plus interest on those wages.

44. The wage recovery periods, as set out in the Wage Calculations Summaries appended to the Determination, are as follows (the employees are identified by the initials of their first and last names):

Employee	Date Complaint Filed	Last Day Worked (as per complaint)	Wage Recovery Period: Start Date	Wage Recovery Period: End Date	Total Wages Awarded ($)
LA	July 16, 2019	July 16, 2019	June 9, 2019	April 5, 2020	79,154.45
KB	January 2, 2020	"I left in Jan of 2019"	September 2, 2018	January 5, 2019	34,009.18
DH	July 10, 2019	July 10, 2019	September 2, 2018	September 28, 2019	110,467.07
AK	October 2, 2019	July 2, 2019	September 2, 2018	April 11, 2020	133,324.45
FP	N/A		September 2, 2018	December 7, 2019	59,351.96
TS	June 26, 2019	June 25, 2019	January 6, 2019	April 11, 2020	118,155.99
DW	December 11, 2019	December 11, 2019	April 14, 2019	April 11, 2020	87,641.98

45. Domcor says that the delegate "specifically advised" it on September 3, 2020 "that he was commencing an investigation…and that the investigation was to 'capture any wages becoming payable after September 10, 2019'". However, "[n]otwithstanding these representations…the Delegate used a start date of September 2, 2018 for the calculation of wages." Domcor's submission continues:

> The initial complaints filed by the Employees were the root cause of the Determination in the sense that they attracted the director's attention to Domcor and the Employees. However, those initial complaints dealt with unpaid overtime under invalid overtime averaging agreements, as noted by the Delegate in the Determination. In addition, as noted by the Delegate in the Determination, the complaints were voluntarily resolved by Domcor paying the Employees. Having settled the complaints by paying the Employees, Domcor was entitled to expect the complaints had been resolved.

46. Domcor says that the wage recovery period could only date from 12 months prior to the delegate's September 3, 2020 e-mail, which "clearly stated that the investigation had commenced that day." Domcor submits that since "the Delegate clearly based his calculations on a start date of September 2,

2018…if Domcor is liable for any amounts owing, that liability must be recalculated and limited based on section 80(1)(b) of the [*ESA*]."

47. The section 112(5) record indicates that the delegate's first communication with Domcor was by way of registered letter dated September 20, 2019 regarding unpaid wage complaints (which were enclosed) filed by two of the seven employees awarded wages under the Determination ("DH" and "TS"). The delegate's September 20th letter referred to the "on call" pay claims of both DH and TS.

48. On December 5 and 10, 2019, the delegate sent e-mails to Domcor's payroll officer (Ms. Hansed) advising her that eight complaints had been filed since June 2019 – both e-mails specifically referred to possible "on call" pay claims. Although the complainants were not identified by name, I note that as of early December 2019, five of the seven employees awarded wages under the Determination (LA, DH, AK, TS and DW) had filed complaints. KB's complaint was filed on January 2, 2020 and, as noted in the delegate's reasons (page R2), FP never filed a complaint. Accordingly, for the six employees who filed complaints, their wage recovery period dates from "12 months before the earlier of the date of the complaint or the termination of the employment" (section 80(1)(a) of the *ESA*), and FP's wage recovery period dates from "12 months before the director first told the employer of the *investigation* that resulted in the determination" (section 80(1)(b)) (my *italics*).

49. It appears that the delegate conducted an audit of Domcor's payroll records in relation to the payment of overtime and on July 10, 2020, the delegate advised Ms. Hansed, by e-mail: "The audit about wages owing to employees or former employees of Domcor arising from the invalid overtime averaging agreement is concluded." The delegate specifically advised Ms. Hansed that its first aid attendants might also have on-call pay claims and asked Domcor to provide its submissions on this issue by July 24, 2020 (and Domcor did so). The delegate also indicated in his July 10th e-mail that upon receipt of Domcor's response, "I will, thereafter, tell you if I require any information or, alternatively, if I am able to provide my preliminary findings about this issue with the information then available to me."

50. On August 11, 2020, the delegate sent his preliminary findings, by e-mail, to Domcor, and to six of the seven employees who were awarded wages under the Determination, regarding "whether off-duty employees at the Myra Falls mine site were on-call, or at work, between their scheduled shifts." In his August 11th communication, the delegate indicated that he was of the view the first aid attendants were entitled to on call pay.

51. The delegate's next communication to Domcor was the September 3, 2020 e-mail, discussed above. On September 3, 2020, and following the resolution of the overtime averaging agreement issue, the delegate sent an e-mail to Domcor (a largely identical communication was sent to Domcor by registered mail on September 4, 2020; see delegate's reasons, page R2) which reads, in part, as follows:

> The issue of unpaid overtime for complainants working under the invalid averaging agreements has been resolved, subject to the resolution of the remaining issue.
>
> The remaining issue is whether employees were on-call between their shifts, and not working or entitled to wages, or at work, and entitled to wages…
>
> Section 76(2) of the Act authorizes the Director to commence an investigation if the Director considers it appropriate to do so.

> Section 80 of the Act says that the wages recoverable are limited to those payable in the 12 months prior to the Director receiving a complaint or initiating an investigation.
>
> This email is sent to you to alert you to the commencement today of an investigation to capture any wages becoming payable after September 10, 2019. Please note that I have not yet decided if any wages are owing.

52. The delegate's September 3, 2020 communication is a – but not the only – basis for Domcor's arguments that the delegate erred in law and failed to observe the principles of natural justice (these arguments are discussed in greater detail, below). However, at this juncture, I think it important to stress that although section 76(2) of the *ESA* (now repealed, but essentially continued in section 73.1), gave the delegate the statutory authority to investigate the "on call" pay issue, this particular issue (characterized as "stand by" pay) was specifically raised in five of the six complaints that were originally filed. For example, and simply by way of illustration, one complainant described the "stand by" pay claim as follows: "On our 7 days at work we must remain in camp on our 12 hours off [and] [t]o be on standby ready to be called out [but] [t]here is no stand by pay." Another complainant advanced an "on call" pay claim in the following terms:

> We do a week on week off shift in camp. We work 12 hour days and then are on standby for the other 12 hours. We are not permitted to leave site as we are on call. I have not ever been paid for my standby time even after I have told them they legally have to pay me for it.

53. The section 112(5) record shows that the delegate first raised the on call pay issue in relation to at least two of the employees (DH and TS) on September 20, 2019. Thus, it is not clear to me why an "investigation" was *commenced* on September 3, 2020, since this was an ongoing live issue, first raised with Domcor about one year earlier.

54. The wage recovery period for six of the seven employees awarded wages must be based on when they filed their complaints or when their employment ended – the wage recovery period is 12 months prior to the *earlier* of these two latter points in time (section 80(1)(a)). As is clear from the above table setting out the particulars of the employees' wage calculations, the wages awarded to each of the complainants (LA, KB, DH, AK, TS and DW) all fall within the statutory wage recovery period applicable to each complainant. Accordingly, Domcor's appeal of the Determination, concerning the section 80(1)(a) wage recovery period, must be dismissed as it relates to the latter six complainants.

55. Since FP never filed a complaint, this employee's wage recovery period must be based on "12 months before the director first told the employer of the investigation that resulted in the determination" (section 80(1)(b)). I also note that section 77 of the *ES*A obliged the delegate to make a reasonable effort to provide Domcor with an opportunity to respond to FP's potential unpaid wage claim. So far as I can determine, the delegate first notified Domcor, by e-mail, on September 20, 2019 that he was investigating four complaints, including those filed by DH and TS (both of which included claims for "stand by" pay). On this same date, the delegate issued a "Demand for Employer Records" pursuant to section 85 of the *ESA*, *but only in relation to the records relating to the four complainants*.

56. However, on December 5, 2019, the delegate sent an e-mail to Domcor in relation to both overtime pay and "on call" pay and seeking, with specific reference to the latter, the following: "…I need additional information, namely, the names and contact information of *all employees providing either security or*

first aid services at the Myra Falls site and the shifts each worked, either day or night, from June 1, 2019 to December 1, 2019. This is requested pursuant to section 85 of the Act. I would appreciate receiving this information by noon on **Monday, January 6, 2020.**" (**boldface** in original text; my *italics*). On December 10, 2019, the delegate sent another e-mail to Domcor in relation to the "on call" pay issue as it might affect Domcor's employees.

57. On July 10, 2020, the delegate again wrote to Domcor regarding the "on call" pay issue in relation to its first aid attendants, seeking Domcor's response by July 24, 2020. The delegate also indicated that after reviewing Domcor's response, he anticipated he would provide his "preliminary findings about this issue". On August 11, 2020, the delegate sent an e-mail to Domcor setting out his views about the governing legal principles relating to the "on call" pay issue, but he did not make any preliminary findings regarding Domcor's liability, or the first aid attendants' *ESA* entitlements.

58. The next communication from the delegate to Domcor was a September 3, 2020 e-mail in which the delegate stated:

> Section 76(2) of the Act authorizes the Director to commence an investigation if the Director considers it appropriate to do so.
>
> Section 80 of the Act says that the wages recoverable are limited to those payable in the 12 months prior to the Director receiving a complaint or initiating an investigation…
>
> This email is sent to you to alert you to the commencement today of an investigation to capture any wages becoming payable after September 10, 2019."

This investigation was in relation to the "on call" pay issue, and the delegate cautioned that "I have not yet decided if any wages are owing."

59. As discussed above, I am somewhat puzzled by the delegate's reference, in his September 3rd e-mail, to the *commencement* of an investigation regarding the "on call" pay issue, since he had previously advised Domcor about this issue in his September 20, 2019 registered letter to Domcor, at least in relation to two of the employees who were awarded wages under the Determination. Further, in a December 5, 2019 e-mail to Domcor, the delegate indicated that he was seeking payroll records for *all* Domcor employees in relation to both the overtime pay and "on call" pay issues.

60. In response to a September 30, 2020 e-mail from Domcor to the delegate, in which Domcor sought further time to respond to the delegate's September 23, 2020 "preliminary findings" letter regarding the "on call" pay issue (which the delegate allowed), the delegate noted that "Domcor has had the information provided by the Complainants for some time now and has been aware that the on-call/at work issue remained to be resolved for over a year."

61. Since FP never filed an unpaid complaint, the delegate investigated this employee's unpaid wage claim under (now repealed) section 76(2) of the *ESA*. Thus, the applicable wage recovery period for FP is defined by subsection 80(1)(b): "12 months before the director first told the employer of the investigation that resulted in the determination." The delegate first notified Domcor that he was investigating unpaid wage complaints filed by some of its first aid attendants on September 20, 2019, but this communication did not mention a possible claim by FP, and the enclosed demand for employment records did not relate to FP. Rather, the demand concerned two employees named in the

Determination, and two other employees not so named. The December 5, 2019 e-mail from the delegate to Domcor requested "the names and contact information of *all employees providing either security or first aid services at the Myra Falls site*" (my *italics*), which arguably put Domcor on notice that the delegate was conducting a wider investigation.

62. It appears from my review of the section 112(5) record, that the delegate did not contact Domcor (at least in writing) with specific reference to FP until April 1, 2021, when he sent an e-mail reading in part: "The Director has now competed the calculation of [FP]'s unpaid wages based on the preliminary findings previously provided [and] [t]hese calculations are attached." The delegate also sought Domcor's response to these calculations, which were provided on April 9, 2021.

63. In light of the foregoing record of communications, I am of the view that the 12-month wage recovery period could run from 12 months prior to one of three dates: i) September 20, 2019, when Domcor was first notified about an investigation into the "on-call" pay issue (albeit only with specific reference to four employees, none of whom was FP); ii) December 5, 2019, when the delegate sought the names and contact information for *all* of Domcor's first aid attendants employed within a specified time frame; or iii) April 1, 2021, when the delegate first provided Domcor with an unpaid wage calculation for FP.

64. I find, and in the language of subsection 80(1)(b), "the investigation that resulted in the determination" is the investigation about which Domcor was first advised on September 20, 2019. Although the delegate's initial September 20th communication (which referenced to both unpaid overtime pay and "on call" pay) only referred to four particular employees, this was the investigation that expanded to ultimately encompass the unpaid wage claims of all of the employees who were awarded wages under the Determination. It is important to note that there was only one delegate involved in this matter, and he issued only one determination. The delegate's September 3, 2020 e-mail to Domcor referred to an ongoing investigation, launched in September 2019. In his September 3, 2020 e-mail, the delegate confirmed that the overtime pay claims arising from the unlawful overtime averaging agreements had seemingly been resolved, but that there *remained* another issue, namely, "whether employees were on-call between their shifts, and not working or entitled to wages, or at work, and entitled to wages". I read this communication as indicating that there was a single investigation that proceeded in two phases (i.e., first addressing the overtime averaging agreement issue, and the "on-call" pay issue).

65. Despite my conclusion in the immediately preceding paragraph, it must nonetheless be acknowledged that the delegate's September 3, 2020 e-mail to Domcor, as well as the largely identical September 4, 2020 registered letter to Domcor, clearly referred to an investigation "to capture any wages *becoming payable after September 10, 2019*"), and that "[t]his email is sent to you to alert you to the *commencement today of an investigation* to capture any wages becoming payable after September 10, 2019" (my *italics*). This latter comment certainly can be read as referring to a *new* investigation. I agree with Domcor's position that, given the delegate's September 3, 2020 e-mail, Domcor could have reasonably understood that it would only be liable for additional unpaid wages that became payable after September 10, 2019, and not for any wages that were earned or became payable prior to this latter date. However, under the Determination, FP was awarded wages that were earned and became payable during the period from September 2, 2018 to December 7, 2019 (Wage Calculation Summary, delegate's reasons, page R16).

66. The delegate's September 3, 2020 e-mail was perhaps inaptly worded, leaving Domcor with an incorrect impression about its potential further unpaid wage liability. On the other hand, the delegate had no statutory authority to truncate the employees' wage recovery period, whether under subsection 80(1)(a) or (b). The employees who filed complaints were entitled to have their wage recovery period determined using a period "12 months before the earlier of the date of the complaint or the termination of the employment", and their wage awards under the Determination all fall within that specified time frame. As for FP, since I have found that the subsection 80(1)(b) "notification date" was September 20, 2019, not September 3, 2020, FP's wage recovery period commenced 12 months prior to September 20, 2019. That said, FP's unpaid wage entitlement will have to be modestly adjusted, since the delegate used September 2, 2018 as the start date for the wage recovery period.

67. In my view, each of the six employees who filed a complaint was awarded wages within their respective wage recovery periods, as defined by subsection 80(1)(a) of the *ESA*. Insofar as FP's unpaid wage claim is concerned, the delegate used a slightly incorrect wage recovery period, and thus this employee's claim will have to be recalculated.

Was there a prior settlement of the employees' ESA claims?

68. Domcor maintains that after the claims in relation to the overtime averaging agreement were resolved (and the employees were paid), "Domcor was entitled to expect the complaints had been resolved." Regarding this latter assertion, and so far as I can determine, the employees never provided a release in favour of Domcor regarding their other *ESA* entitlements, and the delegate never concluded a section 78 settlement agreement with Domcor regarding the employees other *ESA* entitlements. Further, I have not been able to find, in the section 112(5) record, any communication from the delegate to Domcor that might reasonably have led it to believe that the settlement of the overtime averaging issue would constitute a "global" settlement of all of the employees' *ESA* claims, and Domcor has not directed me to any such document.

69. Accordingly, I reject Domcor's argument that the employees' "on call" wage entitlements (as well as their claims for statutory holiday pay and vacation pay) were settled when their overtime pay claims – flowing from the unlawful averaging agreements – were resolved.

70. I now turn to Domcor's "natural justice" arguments.

Natural Justice – Reasonable Apprehension of Bias

71. Domcor's reasonable apprehension of bias argument is predicated on three assertions: first, the delegate, after advising Domcor that he was investigating whether further wages were owed as and from September 10, 2019, then "proceeded to calculate wages based on a start date of September 2, 2018"; second, during the investigation, "[t]he Delegate appears to have blind copied the Employees on correspondence to Domcor but did not do the same for Domcor on correspondence with the Employees [and] Domcor is left with the apprehension that the Delegate saw his role as one of helping the Employees rather than deciding the issues on the relevant facts and law"; and third, "[t]he Delegate made findings of fact that at best ignored the evidence Domcor provided, and at worst, mischaracterized that evidence, arriving at the opposite conclusion of what a reasonable reading of the evidence suggested."

72. Domcor says that the delegate's conduct must be carefully scrutinized, since he had a "heightened duty" given his dual role as both investigator and adjudicator.

73. There is no evidence in the section 112(5) record demonstrating that the delegate was in a conflict of interest by reason of some prior relationship with one or more of the employees awarded wages under the Determination. Domcor says that the delegate's bias can be gleaned from his decision regarding the applicable wage recovery period. However, as noted above, I consider the delegate's decision in that matter was almost entirely correct (save for a minor error relating to FP). In my view, the delegate was not bound, by section 77 of the *ESA*, to provide copies to Domcor of each of the employees' communications with the delegate so long as the substance of the employees' communications was provided to Domcor. I have carefully reviewed the entire section 112(5) record and, having done so, entirely agree with the delegate's characterization of his communications with Domcor:

> The Delegate supplied [Domcor] promptly all information available and provided it with sufficient time, including extensions of time limits when asked, to allow it to fully know the information to which it had to respond to during the investigation about the issue decided in the Determination. [Domcor] had legal representation. The Record shows that [Domcor] supplied substantive responses to the information gathered in the investigation. It was able to, and did, advance its points comprehensively, in writing, in a meaningful fashion and on more than one occasion.

74. Even if it could be said that the delegate erred in making certain findings of fact, I would consider that matter to be an error of law rather than a natural justice breach, since I am not satisfied that the delegate was motivated in making his findings of fact by any sort of enmity toward Domcor. As both an investigator and a decision-maker, the delegate was required to be scrupulously neutral in his dealings with all parties. However, I cannot find anything in the section 112(5) record before me that would reasonably call into question the delegate's neutrality in this matter. Indeed, on December 10, 2019, the delegate sent an e-mail to Domcor providing information about how it could avoid "on call" pay complaints in the future – hardly the sort of behaviour of a person who supposedly had antipathy toward Domcor. Accordingly, I reject Domcor's assertions that the delegate failed to observe the principles of natural justice in making the Determination.

Summary

75. I am not satisfied that the delegate erred in law in his interpretation and application of the section 80 wage recovery provision, except in relation to FP. This issue will be referred back to the delegate for purposes of recalculating this employee's unpaid wage entitlement.

76. In my view, the delegate's interpretation of the *ESA*'s "on call" provision was consistent with prior Tribunal decisions, and his application of the governing legal principles to the facts at hand was reasonable. I am not persuaded that the delegate made any palpable or overriding errors with respect to his findings of fact.

77. Finally, I am not satisfied that the delegate failed to observe the principles of natural justice in making the Determination. In particular, I am not satisfied that the delegate was, or appeared to be, biased against Domcor, or that he otherwise failed to give Domcor a reasonable opportunity to respond to the employees' evidence as required by section 77 of the *ESA*.

ORDERS

78. Pursuant to subsections 115(1)(a) and (b) of the *ESA*, the Determination is varied by cancelling the unpaid wage award made in favour of the employee "FP", and this employee's unpaid wage entitlement is referred back to the Director of Employment Standards to be recalculated in accordance with the directions set out in these reasons.

79. Pursuant to section 115(1)(a) of the *ESA*, the Determination is confirmed in all other respects.

Kenneth Wm. Thornicroft
Member
Employment Standards Tribunal