

An appeal

- by -

Charles Wei
("Mr. Wei")

- of a Determination issued by -

The Director of Employment Standards
(the "Director")

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

TRIBUNAL MEMBER: David B. Stevenson

FILE No.: 2017A/10

DATE OF DECISION: July 19, 2017

DECISION

SUBMISSIONS

Charles Wei on his own behalf

Jennifer R. Redekop on behalf of the Director of Employment Standards

OVERVIEW

1. Pursuant to section 112 of the *Employment Standards Act* (the “*Act*”), Charles Wei (“Mr. Wei”) has filed an appeal of a Determination issued by a delegate of the Director of Employment Standards (the “Director”) on December 14, 2016.
2. Several persons, including Mr. Wei, (collectively, the “complainants”), filed complaints alleging their former employer, Viceroy Homes Ltd. (“Viceroy Homes”), had contravened the *Act* by failing to pay regular wages, annual vacation pay, statutory holiday pay and compensation for length of service.
3. During the investigation of these complaints, the Director was informed there may be other entities which might be associated under the *Act* with Viceroy Homes.
4. In June 2015, Viceroy Homes and a related company, Viceroy Building Solutions Ltd. (“VBS”), filed a Notice of Intention to File a Proposal pursuant to the *Bankruptcy and Insolvency Act* (“*BLA*”) and the Director was unable to issue a Determination against those entities.
5. There remained, however, a question about whether other entities, four companies and a person, who were not subject to the proceedings under the *BLA* might be associated with Viceroy Homes under section 95 of the *Act* or, alternatively, whether there had been a disposition under section 97 of the *Act* from Viceroy Homes to any, or all, of these entities.
6. The Determination considered whether four companies, Besco International Investment Co. Ltd. (“Besco”), Wiston International Trade Co. Ltd., Wiston Building Materials Ltd. (“Wiston”) and Viceroy Houses (2015) Ltd. (“Viceroy 2015”), and one individual, Huigang Sun (“Mr. Sun”), the sole director of three of the companies, might be associated with Viceroy Homes under the *Act* or whether a disposition from Viceroy Homes to any of the companies, or to Mr. Sun, had occurred.
7. The Director found a disposition had occurred but that section 97 of the *Act* did not apply, as there was insufficient evidence for the Director to find that any of the complainants were still employed by Viceroy Homes when the disposition occurred and, accordingly, a condition necessary for finding the complainants’ employment was continuous and uninterrupted was not present.
8. The Director found there was not sufficient support in the evidence to show the conditions required for a section 95 association had been met and therefore section 95 of the *Act* did not apply.
9. With particular regard to Mr. Wei, the Director considered whether Mr. Wei was an employee of Mr. Sun or any of his companies and found he was not.

10. As a result, the Director found the *Act* did not apply to the complaints relative to the corporate entities or to Mr. Sun and no further action was taken.
11. Mr. Wei has filed an appeal of the Determination, alleging the Director erred in law and failed to observe principles of natural justice in making the Determination. Mr. Wei seeks to have the Determination varied to make Mr. Sun liable for the wage amounts he claims are owed to him.
12. The section 112(5) record (the “record”) as it specifically relates to Mr. Wei has been provided to the Tribunal by the Director. The record for Mr. Wei is voluminous, comprising approximately one thousand pages. To ensure completeness of the record before the Tribunal, and accepting documents in the record which related to the claims made by complainants other than Mr. Wei might have little, if any, relevance to the appeal, the Director was asked, in any event, to provide all parts of the record that were before the Director at the time the Determination was made.
13. Mr. Wei has been provided with the opportunity to object to the completeness of the record. No objection has been received and I am satisfied the record is complete.
14. Having reviewed the Determination, the appeal, the appeal submissions and the record, I have found this appeal cannot be dismissed under section 114 of the *Act* and have requested submissions from the Director, all of the corporate entities, and Mr. Sun. The Director is the only party to have filed a submission on the appeal.

ISSUE

15. The issue in this appeal is whether Mr. Wei has shown a reviewable error on either of the grounds advanced.

THE FACTS

16. Most of the facts recited here are drawn from the Determination; some facts are drawn from material found in the record.
17. Viceroy Homes is a manufacturing business specializing in design, engineering, and manufacturing of panelized and pre-cut homes. Viceroy Homes fell into financial difficulty. In January 2015, it had stopped paying wages to those of the complainants who were employed at the time.
18. In late 2014 and early 2015, Viceroy Homes entered into a series of agreements that contemplated a sale of the business of Viceroy Homes.
19. During the investigation, the Director was provided with two documents, a Mandarin original and an English translation, entitled “Letter of Intent for Business Acquisition”, signed by Mr. Sun and Ken Yu Kwok (“Mr. Kwok”), who was at the relevant time a director of Viceroy Homes and San Bao Investment Inc. (“San Bao”), a company that was associated with Viceroy Homes under the *Act* in a separate Determination. The letter contemplated the acquisition of Viceroy Homes by Besco. The Determination notes the letter of intent contemplated Viceroy Homes would turn over all assets and operation rights to Besco on February 11, 2015, at which time Besco would inject operating funds into the business.
20. In early February, the employees of Viceroy Homes were informed through a letter from Mr. Kwok that an “equity investor” had been secured who would be “assuming operations as of February 11, 2015” and injecting capital in the company as of that date.

21. The “equity investor” was Besco, which is described in the Determination as a company “used to facilitate business investments”. Based on information contained in the record, Mr. Sun is principal and sole director of Besco. It is logical to conclude Besco was being used to facilitate a business investment for Mr. Sun in Viceroy Homes. There is substantial material in the record justifying that conclusion, including material indicating Besco injected a considerable amount into Viceroy Homes – upwards of 1 million dollars – in the period from mid-February 2015 to the end of April 2015.
22. Besco and Viceroy Homes entered into a formal asset purchase agreement February 28, 2015 (“the first APA”), which contemplated a closing date March 31, 2015. The agreement was subject to several conditions; including a “due diligence period: Article 7”. On March 31, 2015, the closing date was extended to May 31, 2015. The acquisition reflected in the agreement did not proceed, but it triggered several events that have relevance in this appeal.
23. In February 2015, Mr. Sun became directly involved in the business affairs of Viceroy Homes. His involvement related primarily to the administration of its finances. For reasons that are not entirely comprehensible, the Director found Mr. Sun’s involvement was an aspect of “due diligence”. On the facts, both submitted by counsel for Mr. Sun and arising from the evidence in the file, the involvement of Mr. Sun, some of which was supported by employees employed by those companies that were being considered under sections 95 and 97 of the *Act*, included, generally, reviewing the financial health of Viceroy Homes and, more particularly, its actual and potential financial liabilities. By mid-March 2015, this general involvement had evolved to where all requests for any disbursement of funds from Viceroy Homes required the approval of Mr. Sun before being processed. As will be noted later in this decision, some of Mr. Sun’s involvement included making decisions on payment of items essential to the continued operation of Viceroy Homes, such as equipment, rents and utilities, and payment of wages for employees. There is also evidence in the record that Mr. Sun made decisions about the bank account into which customer cash deposits on Viceroy Homes sales should be placed and made operational decisions concerning the continuance of the Port Hope, Ontario location of Viceroy Homes.
24. The scope of Mr. Sun’s involvement can be explained to some extent by the evidence that he appears to have assumed the role of “president” of Viceroy Homes in early February 2015 and that it was intended at that time he would assume control of 80% of the shares of VBS.
25. A Promissory Note between Viceroy Homes, Mr. Kwok and Wiston was made on April 28, 2015, which recognized the amounts already advanced by Besco and promised further loans of up to 2 million dollars. The amounts advanced by Besco were included in the promise by Viceroy Homes to repay 3 million dollars or as much of that sum advanced under the note.
26. Mr. Wei was employed by Viceroy Homes from February 27, 2015, to May 15, 2015, as CFO.
27. Mr. Sun was involved in hiring Mr. Wei. The Director found his role in that was significant and influential. The decision to hire Mr. Wei to the position of CFO was made by Mr. Sun and Mr. Kwok.
28. The Director found Mr. Sun’s involvement in the hiring of Mr. Wei was not sufficient basis for associating Mr. Sun with Viceroy Homes.
29. That part of the Determination which captures these last two points is found at page 31 and reads:

With respect to the hiring of Mr. Wei as the CFO for Viceroy Homes, Mr. Sun was involved in that process. Mr. Sun’s evidence downplays his role, however, based on the evidence before me, I accept he was involved in the hiring of Mr. Wei. Mr. Sun originally said that it was Viceroy Homes HR that found

Mr. Wei, however, this is not accurate. Isabella Zhu, who was a friend of Mr. Sun's, gave evidence that Mr. Sun contacted her to help find management level employees for his new company. It was Ms. Zhu who found Mr. Wei's resume online and I accept Ms. Zhu did this at the request of Mr. Sun. Ms. Zhu forwarded the resume to Mr. Sun and he said he wanted to meet Mr. Wei. While Mr. Kwok may have also been involved in the initial decision to interview Mr. Wei, there are no documents indicating as such. The first interview Mr. Wei had was attended by Mr. Sun and Ms. Kim. Mr. Kwok only attended the second interview. While Mr. Sun may not have had legal authority to make a hiring decision on behalf of Viceroy Homes, it is clear he was asserting influence. This is supported by the evidence given by Mr. Kwok that he allowed Mr. Sun to be involved in these decisions because it was anticipated Mr. Sun would be the new owner. However, despite Mr. Sun's involvement, I find there is not sufficient evidence to find that this hiring decision was made by Mr. Sun alone. Mr. Kwok's email of March 3, 2015 says "Mr. Sun and I decided to hire a new CFO"; indicating that Mr. Kwok was involved in the decision. I accept that as it was anticipated Mr. Sun would soon be the new owner, it was reasonable for Mr. Sun to be involved in potential management level hires.

30. The Director also considered whether Mr. Wei was an employee of Mr. Sun and found he was not. In making this finding, the Director appears to have relied on the following:

- There is no evidence Mr. Wei was hired for any position other than CFO of Viceroy Homes;
- There was not sufficient evidence that Mr. Sun had "control" over the hiring of Mr. Wei, rather than "just some influence";
- The contact and direction that passed between Mr. Sun and Mr. Wei can be explained by the "due diligence" being conducted by Mr. Sun;
- The evidence does not show a level of communication that would indicate a "direct" employer/employee relationship between Mr. Sun and Mr. Wei;
- It was unreasonable to conclude Mr. Wei was not aware Mr. Sun was not the owner of Viceroy Homes soon after he started working as CFO;
- The statement from Mr. Sun to Lilliane Kim – Mr. Sun's executive assistant – that Mr. Wei should be paid his wages out of Viceroy Houses (2015) Ltd. was not sufficient proof that he was employed by Mr. Sun through that company when weighed against other evidence; and
- Mr. Wei was awarded wages in an earlier Determination on the basis he was an employee of Viceroy Homes and had commenced civil action against Mr. Sun and his companies for wages.

ARGUMENT

31. Mr. Wei says the Director erred in law and failed to observe principles of natural justice in making the Determination. He submits the reasoning of the Director on whether he was an employee of Mr. Sun is flawed. He contends such reasoning ignores that he was hired as Mr. Sun was assuming the role of "president" and owner of Viceroy Homes and was instructed to report to him, that Mr. Sun said on more than one occasion that he was responsible for making sure Mr. Wei was paid, that Lilliane Kim ("Ms. Kim") who, like him, was part of the "Viceroy Investor Side Finance Team" was paid by through the payroll of one of Mr. Sun's companies, that in April 2015 Mr. Sun instructed he and Ms. Kim to ask the purchasing department to proceed with purchasing equipment crucial to resuming production and that some of the statements provided by persons interviewed by the Director are not necessarily reliable.

32. Mr. Wei says the comment by the Director concerning what he should have been aware of is unreasonable; he did not receive any documents that would have alerted him to the fact the purchase of Viceroy Homes had not completed.
33. He argues the comments concerning San Bao are largely irrelevant and adds some statements of opinion that do not assist in the adjudication of this appeal.
34. As indicated above, the Director is the only party that has filed a response to the appeal.
35. The Director submits all of the matters raised in the appeal were fully addressed in the Determination and that Mr. Wei is simply using the appeal process to re-argue the case he presented during the investigation. The Director says a substantial amount of information and material was provided during the investigation which it was not possible to refer to in the Determination, but that all of the material in the record was reviewed and analyzed in making the Determination.
36. The Director submits the reasoning provided is adequate to convey the basis for the decision made on Mr. Wei's claim. The Director says no error of law or breach of natural justice principles has been shown.

ANALYSIS

37. The grounds of appeal are statutorily limited to those found in subsection 112(1) of the *Act*, which says:

112 (1) *Subject to this section, a person served with a determination may appeal the determination to the tribunal on one or more of the following grounds:*

- (a) *the director erred in law;*
- (b) *the director failed to observe the principles of natural justice in making the determination;*
- (c) *evidence has become available that was not available at the time the determination was being made.*

38. A review of decisions of the Tribunal reveals certain principles applicable to appeals have consistently been applied. The following principles bear on the analysis and result of this appeal.
39. An appeal is not simply another opportunity to argue the merits of a claim to another decision maker. An appeal is an error correction process, with the burden in an appeal being on the appellant to persuade the Tribunal there is an error in the Determination under one of the statutory grounds.
40. A party alleging a breach of principles of natural justice must provide some evidence in support of that position: *Dusty Investments Inc. dba Honda North*, BC EST # D043/99.
41. The grounds of appeal listed above do not provide for an appeal based on errors of fact and the Tribunal has no authority to consider appeals which seek to have the Tribunal reach a different factual conclusion than was made by the Director unless the Director's findings raise an error of law: see *Britco Structures Ltd.*, BC EST # D260/03.

(i) Failure to Observe Principles of Natural Justice

42. Mr. Wei has grounded his appeal, in part, on an alleged failure by the Director to comply with principles of natural justice. The burden of showing a failure to comply with principles of natural justice is on Mr. Wei. Meeting that burden requires objective evidence demonstrating a breach of natural justice.

43. I agree with the Director that Mr. Wei has not satisfied the burden of showing the Director failed to comply with principles of natural justice in making the Determination.

44. In *Imperial Limousine Service Ltd.*, BC EST # D014/05, the Tribunal briefly summarized the natural justice concerns that typically operate in the context of the complaint process:

Principles of natural justice are, in essence, procedural rights ensuring that parties have an opportunity to know the case against them; the right to present their evidence; and the right to be heard by an independent decision maker. It has been previously held by the Tribunal that the Director and her delegates are acting in a quasi-judicial capacity when they conduct investigations into complaints filed under the *Act*, and their functions must therefore be performed in an unbiased and neutral fashion. Procedural fairness must be accorded to the parties, and they must be given the opportunity to respond to the evidence and arguments presented by an adverse party. (see *BWI Business World Incorporated*, BC EST #D050/96)

45. Mr. Wei was afforded the procedural rights captured within the above statement. There is nothing in the appeal or the appeal submissions that identifies where the breach of natural justice arises or establishes any of his natural justice protections were denied.

46. I dismiss this ground of appeal.

(ii) Error of Law

47. The Tribunal has adopted the following definition of “error of law” set out by the British Columbia Court of Appeal in *Gemex Developments Corp. v. British Columbia (Assessor of Area #12 – Coquitlam)*, [1998] BCJ No. 2275 (BCCA):

1. a misinterpretation or misapplication of a section of the Act [in *Gemex*, the legislation was the *Assessment Act*];
2. a misapplication of an applicable principle of general law;
3. acting without any evidence;
4. acting on a view of the facts which could not reasonably be entertained; and
5. adopting a method of assessment which is wrong in principle.

48. I find this ground of appeal has been established. I reach this conclusion for several reasons.

49. Section 1 of the *Act* defines “employee” and “employer” as follows:

“employee” includes

- (a) a person, including a deceased person, receiving or entitled to wages for work performed for another,
- (b) a person the employer allows, directly or indirectly, to perform work normally performed by an employee,
- (c) a person being trained by an employer for the employer’s business,

(d) a person on leave from an employer, and

(e) a person who has a right of recall;

“employer” includes a person

(a) who has or had control or direction of an employee; or

(b) who is or was responsible, directly or indirectly, for the employment of an employee.

50. The Director makes no reference to these definitions in reaching the conclusion Mr. Wei was not an employee of Mr. Sun, or that Mr. Sun was not his employer.
51. On analysis, Mr. Sun falls squarely within the definition of “employer”; he was both responsible for the hiring of Mr. Wei and he exhibited direction and control of Mr. Wei during the latter’s employment period.
52. In respect of the hiring of Mr. Wei, the definition does not require direct input into the hiring of a person, but only *direct or indirect* responsibility for their employment. The Director found Mr. Sun was “involved” in the hiring of Mr. Wei as CFO for Viceroy Homes and that he asserted influence in Mr. Wei’s hiring. Those facts are sufficient to bring Mr. Sun within the definition. The Director goes on to note that Mr. Sun did not make the decision to employ Mr. Wei alone. There is no requirement in the definition of employer that a decision to employ a person cannot be a joint decision or that a person might not satisfy the definition of employer under the *Act* because a decision to employ is not exclusively theirs.
53. It is also abundantly clear from the evidence that Mr. Sun had both control and direction of Mr. Wei, although the definition requires only control *or* direction. An examination of the material in the record indicates Mr. Wei was almost entirely answerable in his day to day work to Mr. Sun. Mr. Sun was controlling all of the finances of the business: accounts payable; expenditures and wages.
54. The failure of the Director to consider the statutory provisions defining employer and employee is an error of law, as is the conclusion reached by the Director that does not assess the relationship between Mr. Sun and Mr. Wei in the context of those definitions.
55. I find the Director also acted on a view of the facts that could not be reasonably entertained.
56. The Director found the relationship between Mr. Sun and Mr. Wei did not show a level of communication indicative of an employer/employee relationship. Quite apart from the inherent difficulty, as I note later, of quantifying what level is indicative of such a relationship, the evidence simply does not support a suggestion there was an insubstantial amount of communication between the two.
57. The Director also found the contact and direction that passed between Mr. Sun and Mr. Wei can be explained by “due diligence”. Quite apart from whether control and direction over an employee can ever be discounted based on some concept of “due diligence”, the evidence, examined in total does not reasonably support the Director’s finding.
58. I am influenced not only by the extent of the control and direction exhibited by Mr. Sun, but by the evidence that the nature of the communications between Mr. Sun and Mr. Wei went beyond Mr. Wei providing financial information, but included Mr. Sun seeking his input on restructuring and operational concerns.
59. A recital of some of the evidence supporting this finding is warranted.

60. Shortly after being hired, Mr. Wei was sent to Port Hope, Ontario. The final authority directing Mr. Wei to go to Port Hope lay with Mr. Sun. Mr. Wei's presence in Port Hope was related to Mr. Sun's plan to transition Viceroy Homes finances to Richmond, BC. Mr. Wei was instructed to assess the finance team and identify Port Hope employees that might relocate to Richmond. Mr. Wei was communicating directly to Mr. Sun concerning customer complaints about operations in Port Hope. Mr. Sun was directing Mr. Wei, through Ms. Kim, to "appropriate" the funds coming from Besco to cover accounts payable. Mr. Wei was instructed to record the income and expenses of Viceroy Homes for Mr. Sun, identifying those expenses Mr. Sun was paying directly. The finance department in Port Hope was instructed to send all disbursement requests to Mr. Wei for approval by Mr. Sun. This instruction came from Mr. Sun and affected how Mr. Wei performed his job. On March 24, 2015, that instruction was expanded to encompass all spending by Viceroy Homes. Mr. Wei complied with that instruction and from mid-March 2015 until he quit in mid-May, Mr. Wei submitted to and discussed with Mr. Sun all accounts payable and took his instruction from Mr. Sun, either directly or indirectly, through Ms. Kim, on which accounts were to be paid and which were not. Mr. Wei was consulted by Ms. Kim, on behalf of Mr. Sun, on whether, and when, the wages of three finance employees in Port Hope should be paid, or if they should be allowed to quit. Mr. Wei was instructed by Mr. Sun to set up a separate bank account to receive funds advanced by Besco and, later, Wiston, with instructions that agents of Wiston were to be on the account as the signing authorities. As an observation, this move removed all financial decision making from Viceroy Homes into Mr. Sun's hands. Mr. Wei was instructed by Mr. Sun to purchase new accounting software for the business.
61. In the period from approximately March 30, 2015, to sometime in May 2015, Mr. Sun considered whether to resume production of Viceroy Homes in either, or both of, Richmond and Port Hope. During this period, there is evidence of ongoing communication between Mr. Sun, either directly or through Ms. Kim, and Mr. Wei concerning the costs of resuming production in each location. There is substantial evidence showing Mr. Wei's involvement with Mr. Sun, providing costs and cost assessments, during this period was extensive.
62. Overall, the evidence is compelling that Mr. Sun had a substantial degree of direction and control of Mr. Wei during his employment, which it should be noted, lasted only 2 ½ months.
63. The facts that Mr. Wei signed his resignation letter as CFO of Viceroy Homes, that he may or may not have known Mr. Sun was not an owner of Viceroy Homes, after representing himself to be, that Mr. Wei had been awarded wages in another Determination, and that Mr. Wei had commenced civil action against Mr. Sun for wages are irrelevant considerations to whether Mr. Sun was an employer and Mr. Wei an employee under the *Act*.
64. In light of all the evidence placed against the statutory definitions of employer and employee, I am perplexed, for two reasons, by the view of the Director that the contact and direction between Mr. Sun and Mr. Wei can be explained by "due diligence" being conducted and that the evidence did not show "a level of communication that would indicate a direct employer-employee relationship" between the two.
65. First, I can find neither of those two matters – due diligence and level of communication - included as relevant considerations in the definitions of employee and employer, nor does the *Act* include any reference to either of those matters when interpreting and applying entitlements provided by the legislation. They have been invented by the Director as relevant considerations without explanation of their scope, character or relevance in the context of defining the employment relationship and applying minimum statutory employment rights.
66. How and why, for example, should the concept of "due diligence" impact the definition of "employer" and statutory rights of a person who meets the definition of employee to be paid wages by the person for whom

their work is being done? It is apparent from the evidence that Mr. Wei was supporting whatever initiative Mr. Sun was directing, whether it was being directed by Mr. Sun as potential owner of Viceroy Homes or as a “diligent” purchaser. The work done by Mr. Wei was for Mr. Sun at his direction, even if was performed as well as for Viceroy Homes.

67. Also, what is the “level of communication” between Mr. Sun and Mr. Wei, since there was obviously some – and in my view considerably more than appreciated by the Director – that would meet the standard contemplated by the Director? This concept is completely arbitrary and therefore incapable of being addressed in any principled or objective way.
68. Second, while “due diligence” might reflect on whether Mr. Sun and his companies should be associated under section 95 of the *Act*, Mr. Sun cannot avoid the consequences of not being associated with Viceroy Homes under the *Act*. If his relationship with Mr. Wei cannot be explained by his being a part of Viceroy Homes, it must be that he was employing Mr. Wei personally and directing him in respect of his own agenda.
69. It is not relevant to a finding of an employment relationship between Mr. Sun and Mr. Wei that the latter was also employed by Viceroy Homes. There is no prohibition in the *Act*, or in the law generally, against an individual being an employee of more than one employer and in such cases as they arise under the *Act*, both employers (or all employers if that is the result) are responsible for the employment and what flows from that employment under the *Act*.
70. Finally, the approach of the Director to the question of whether Mr. Wei was an employee of Mr. Sun is inconsistent with the nature of the legislation and the proper interpretive approach to it. The definitions of “employer” and “employee” in the *Act* are inclusive, not exclusive.
71. First principles apply here. The *Act* is remedial legislation and should be given such large and liberal interpretation as will best ensure the attainment of its purposes and objects, see *Machtinger v. HOJ Industries Ltd.* (1992) 91 D.L.R. (4th) 491 (S.C.C.) and *Helping Hands v. Director of Employment Standards*, (1995) 131 D.L.R. (4th) 336 (B.C.C.A.). I agree with the following comment from *Machtinger v. HOJ Industries Ltd.*, *supra*, that:
- . . . an interpretation of the Act which encourages employers to comply with the minimum requirements of the Act, and so extends its protection to as many employees as possible is favoured over one that does not.
72. That statutory direction compelled a broader view of the relationship between Mr. Wei and Mr. Sun than was given by the Director.
73. For the above reasons, I conclude the Director erred in law in finding Mr. Wei was not an employee of Mr. Sun under the *Act*.

ORDER

74. Pursuant to section 115 of the *Act*, I order the Determination dated December 14, 2016, be varied to find Mr. Wei to be an employee of Mr. Sun for the purposes of the *Act* and entitled to the wages claimed. The matter is referred back to the Director to finalize the wage calculations.
75. I remain seized of this appeal for the purpose of providing any clarification and of receiving, reviewing and finalizing the wage calculations.

David B. Stevenson
Member
Employment Standards Tribunal