

# **COLLECTIVE AGREEMENT**

between

**Service Employees International  
Union, Local 2, Branch 300**

and

**Hospitality Industrial Relations**

on behalf of

**Westgate Liquor Store**

**Effective: May 23, 2021 - May 21,  
2022**

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**ARTICLE 1 - PURPOSE**

**1.1 No Individual Agreement**

No employee covered by this Agreement shall individually or collectively be required or permitted to make a written or oral agreement with the employer or its representatives which may conflict with the terms of this Agreement, or a statute of the Province of BC or Canada.

**1.2 Gender and Plural Terms**

Gender and plural terms in this agreement, wherever the singular is used, it shall be deemed to include the plural and vice versa.

**ARTICLE 2 – INTEGRITY OF THE AGREEMENT**

## **2.1 Labour Relations Code**

The operation Section 50(2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

## **2.2 Work Interruption Prohibited**

The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work, or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.

## **2.3 Company Rules**

Except insofar as there is any conflict between the terms of this Agreement and the rules of the Company, the employees shall observe the said rules and comply with the lawful instructions and orders of those set-in authority over them.

## **2.4 Dues Checkoff**

- a) The company shall honour a written assignment of wages form to the union.
- b) An assignment pursuant to sub-section (a) above shall be substantially in the following form:

“Until this authority is revoked by me in writing, I hereby authorize you to deduct from my wages and pay to the Union, dues and uniformly applied assessments in the amount following, provided any such uniformly applied assessments are payable by all members in the Bargaining Unit.”

1. Dues of \$\_\_\_\_\_ per \_\_\_\_\_.
  1. Assessments of \$\_\_\_\_\_ per \_\_\_\_\_.
- c) Having received assignments as above from employees the Company shall deduct from the pay of each employee covered by this Agreement, a sum in the amount of current monthly Union dues and assessments in accordance with (b) above. A written list of the employee’s names, the amounts and descriptions of the above deductions and the monies as deducted shall be submitted by the Company to the Union Financial Secretary not later than the twelfth of the month following the month to which the deductions are applicable.

- d) The Union will notify the Company of the amount of the established dues and applicable assessments to be deducted and will further notify the Company thirty (30) days in advance of any change with respect to the amount of dues and assessments to be deducted.
- e) If an assignment is revoked the Company shall give a copy of the revocation to the assignee.
- f) Notwithstanding any provisions contained in this Article there shall be no financial responsibility on the part of the Company for fees and dues of an employee. The Union agrees to indemnify and save the Company harmless from any claims which may arise in complying with the provisions of this Article.
- g) The Company will indicate on statements of income required for the purpose of taxation by any Government Agency whether Federal or Provincial all Union dues deducted from an employee's wages.

## **2.5 No Discrimination**

No employee shall be discriminated against or discharged for his/her activity as a

Union member, or for serving on a Committee or doing any other work in the interest of the Union. Members shall be granted the necessary time for such work without pay provided notice is given to the Company, and the time required for such work is not unreasonable. When an employee is booked off by the Union on Union business, the Company shall continue to pay their current wage rate, and benefits and will be reimbursed by the Union, within 30 days, upon receipt of invoice.

## **2.6 Management Rights**

The primary responsibilities of employees excluded from the Bargaining Unit are

Managerial in nature however, it is recognized that they may perform the duties of employees in classifications listed elsewhere in this Collective Agreement to a maximum of 56 hours in a 7 day work week Sunday to Saturday.

## **ARTICLE 3 – BULLYING AND HARASSMENT**

The employer will maintain policies and procedures that meet or exceed the standards

required by WorkSafeBC.

## **ARTICLE 4 - HOURS OF WORK**

### **4.1 Straight Time Hours of Work**

- a) Normal straight time hours of work shall be:
  - i. Not more than eight hours in any one day;
  - i. Not more than five working days in any work week;
  - i. Not more than forty hours in any work week
- b) Any hours which the employer requires an employee to work in excess of the above shall be paid at time and a half.
- c) Overtime shall be voluntary on the part of every employee. However, if no employees volunteer to work overtime, the Company shall schedule employees, in reverse order of seniority, and the junior employee(s) shall be required to work overtime.

### **4.2 Shift Hours**

Four (4) hour shifts will be the minimum shift permitted in any one day.

### **4.3 Meal Break**

Employees working a shift of five (5) or more hours will be allowed a 30-minute meal break, normally taken around the middle of their shift when operationally feasible. Employees that take their meal break in the store and are available for work if operationally required will have their meal break with pay. Employees that wish to leave the store for their meal break shall give reasonable prior notice to management and will have ten (10) minutes to get their food and return to the liquor store.

### **4.4 Hours Free from Work**

Employees shall have at least thirty-two hours in a row free from work each week. If an employee works during this period, they will be paid the appropriate overtime rates if the work is more than forty hours in the work

week or eight hours in a day.

#### **4.5 Employee Responsibility: Start Time**

Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement.

#### **4.6 Work Schedules**

- a) The Employer shall determine the staff complement and scheduled shift times in all classifications.
- a) A work schedule shall be available each week on the online portal by Thursday 5:00 p.m. It is the responsibility of every employee to check the posted work schedule for changes.
- a) Following the posted schedule on Thursday at 5:00 p.m. in cases other than emergencies, the employer is entitled to change or alter a shift with 24 hours notice with no penalty. The employer will attempt to give as much advance notice as possible.
- a) In situations where an employee has not been notified of a cancelled shift and/or they report to work they will be provided with work and/or paid for four (4) hours of work as determined by the employer.
- a) In situations where employees have started their assigned shift and it has been determined by the employer that there is less work for that shift, the employer may offer employees the opportunity to volunteer to finish early and reduce their paid hours accordingly. Should no employees volunteer, employees will complete and be paid for their entire scheduled shift.

#### **4.7 Scheduling Principles**

- a) For the purpose of scheduling, each calendar year will be divided into three segments, January to and including April; May to and including August; and September to and including December. All employees will be required to complete a Scheduling Availability Form documenting their availability for scheduling for each segment.
- a) Employees hired during any of the above segments, shall complete the form and their availability will remain as per their form for the balance of the segment in which they were hired.
- a) The availability registered on the Scheduling Availability Form, shall for

each employee be binding throughout the period of four months, and shall remain in force until replaced by another Scheduling Availability Form.

- a) Employees may request changes within the three binding segments by application to the Employer and the Union. Any changes must be mutually agreed to and will not be unreasonably withheld. Mutually agreed changes during the binding availability segments are not subject to the grievance procedure.
- a) Any employee who fails to file a new Scheduling Availability form for the next segment shall be assumed to have registered the preferences they selected for the previous four-month period. Three weeks in advance of the new scheduling segment, the Employer will provide employees with a new Scheduling Availability Form to register their availability for the next segment period. The new Form will be due one week in advance of issuing the schedule for the first week of the next segment.
- a) An employee who, without prior authorization, fails to register themselves as available on a realistic basis for at least two shifts per week during any four-month period, may have their employment terminated effective immediately. For the purpose of this clause, realistic is that employees must be available to work at least two shifts that are consistent with the availability of shifts as well as their seniority. For the purposes of this subsection (f), Chrissy Benedict will not be required to be available for two shifts per week for the duration of this agreement.

#### **4.8 Assignment of Shifts**

In the exercise of its right to schedule shifts in a manner which is consistent with the best interests of its operation, whenever possible the employer will make every reasonable effort to apply the principles of seniority and employee's availability as registered on the availability form to the assignment of shifts.

#### **4.9 Exchanging Shifts**

- a) An employee, having reached agreement with another employee, may apply in writing for permission from the Manager to exchange shifts with that other employee. The employer reserves the right to approve or disapprove any such application; however, the employer's approval will not be unreasonably withheld providing:
  - i. The application is submitted at least twenty-four (24) hours prior to the commencement of the shift which occurs first, and
  - i. Each of the employees possesses the necessary qualifications to perform the other employee's job.

- a) In any case where, as a consequence of an exchange of shift(s), a junior employee works in a given day or week more hours than a senior employee within his classification or works on a shift that a senior employee would have preferred to work, no employee will have cause to grieve the matter.
- a) An exchange of shifts will not be permitted if, as a consequence, any employees would qualify for a premium payment of any kind.

## **ARTICLE 5 – SENIORITY**

### **5.1 Seniority**

For the purpose of this Agreement, seniority shall be defined as an employee's total length of continuous service identified in hours worked within the employee's classification within the Employers operation.

### **5.2 Seniority List**

Within the Store, the Company will post and maintain seniority listings. Such up-to-date listings will be posted in January of each year.

The seniority list shall include: name, classification, seniority hours.

### **5.3 Seniority Lost**

Seniority will be lost when an employee:

- a) Voluntarily terminates their employment.
- b) Is discharged for just and reasonable cause.
- c) Is on layoff for more than three consecutive months.
- d) Does not return to work on the date specified following an approved leave of absence other than medical.
- e) Misses three consecutive shifts without advising the Company with a reasonable explanation.

## **ARTICLE 6 – PROBATION**

## **6.1 Probation**

All newly hired employees shall be considered probationary for the first 360 hours. This probationary period may be extended to 400 hours upon mutual agreement between the Employer and the Union. In order to request an extension, the Employer will provide the reasons in writing to the Union and the Employee at approximately 320 hours. The Union will not unreasonably deny any such requests.

During the probationary period, the new employee may be terminated on the basis of suitability for continued employment with the Employer.

There shall be no responsibility on the part of the Company in respect of probationary employees should they be laid-off for lack of work or discharged during the probationary period.

Upon the conclusion of any probationary period, employee's name shall be placed on the seniority list, effective the probationary completion date, and they shall be entitled to all rights and privileges as provided in this Agreement.

## **ARTICLE 7 – VACATION**

### **7.1 Annual Vacation**

Annual vacation is as per the Employment Standard Act.

Staff will be paid out their vacation on each cheque and receive vacation time in accordance with the following:

1 to 5 years	2 weeks	4%
5 years or more	3 weeks	6%

### **7.2 Vacation Scheduling**

- a) All vacation requests must be approved in writing from Management.
- a) Vacation requests must be submitted a minimum of one month in advance of the requested time off. Vacation requests for July, August and December must be made a minimum of three months in advance.
- a) Vacation is scheduled in periods of one week increments to a maximum of two weeks, unless the employee requests and is approved for otherwise.
- a) All vacation approval decisions will be made based on staffing

requirements for the dates requested.

## **ARTICLE 8 – STATUTORY HOLIDAYS**

### **8.1 Statutory Holidays**

The following shall be considered as statutory holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

### **8.2 Payment for Statutory Holidays**

- a) In order to be eligible for payment for statutory holidays, an employee must be employed for 30 days and worked or earned wages for 15 of the 30 days prior to the statutory holidays.
- b) Employees who are eligible for statutory holiday pay will receive a normal days pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- c) For purposes of this Article, a normal days pay shall be calculated as the total wages earned in the 30 days before the statutory holiday divided by number of days worked during the 30 days before the statutory holidays including vacation pay and statutory holiday pay.
- d) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid on and one-half times the employee's normal wage rate for all hours worked up to 12 hours on all statutory holidays in addition to pay received under (a) above. An employee who works more than twelve hours on a Statutory Holiday be paid double time for all such hours worked in excess of twelve.

## **ARTICLE 9 – LEAVES OF ABSENCE**

### **9.1 Bereavement Leave**

In the event of the death of an immediate relative, as defined herein, employees

shall receive a paid leave of absence of not more than three (3) consecutive working days, one of which shall be the day of the service and shall receive one (1) days' pay at straight time rates for each of such days absent on which the Employee would otherwise have been working. In special circumstances the employer may grant additional paid or unpaid leaves of absence.

For the purpose of this Section, "immediate relative" shall mean one of the following: Spouse/Life Partner, Children, Parents, Sister, Brother, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Grandparents, Grandchildren, Sister-in-law and Brother-in-law.

## **9.2 Pregnancy Leave**

The Company will provide Pregnancy leave of absence without pay, as outlined in Section 50 of the Employment Standards Act.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **10.1**

Shop Stewards, all of who shall be regular employees of the Company, shall be elected by the Union and recognized by the Company, and who will be afforded such reasonable time off as may be required to attend meetings held at the request of the Management or the Stewards, upon receiving permission from the Company.

### **10.2**

The Union agrees to advise the Company of the names of the Shop Stewards, in writing, and also of any changes from time to time.

### **10.3**

In case a grievance arises, the parties hereto will make an honest effort to settle the differences by proceeding through the following steps until the grievance is settled or otherwise disposed of:

Informal Step: Any grievance of an employee shall first be taken up between the employee and or Shop Steward or Union representative with their Supervisor within five working days (not including Saturday, Sunday or Statutory Holidays) after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

### **Step 1**

As soon as reasonably possible thereafter, the grievance shall be taken up between the Shop Steward with or without the aggrieved person and the employee's Retail Store Manager. Maximum delay for settlement, forty eight (48) hours (holidays excluded) from the institution of this step, the Retail Store Manager's answer to be made in writing within such period.

### **Step 2**

As soon as reasonably possible thereafter, the grievance shall be taken up between the Stewards (with a representative of the Union if so desired by the Union) and the Manager (with a representative of the Company if so desired by the Company). Maximum delay for settlement, seventy two (72) hours (holidays excluded) from the institution of this step.

### **Step 3**

As soon as reasonably possible thereafter, the grievance shall be taken up between the Stewards (with a representative of the Union if so desired by the Union) and the Manager (with a representative of the Company if so desired by the Company). Maximum delay for settlement, seventy two (72) hours (holidays excluded) from the institution of this step. Grievances involving discharge shall be placed in writing and dealt with by starting at Step 3.

The time limits specified in Steps 1, 2 and 3 may be extended by written agreement between the parties. The Chief Steward, on behalf of the Union, or the Manager on behalf of the Company, may file a policy grievance at Step 3 of the grievance procedure. A policy grievance is defined as a dispute between the Union and the Company concerning the interpretation, application, operating or alleged violation of the Agreement.

Grievances may be submitted to arbitration within three (3) months from the Step 3 written response to the Grievance. Grievances not advanced to arbitration in this time period will be deemed to be abandoned.

### **Step 4**

The grievance will be submitted to an Arbitration Board composed of a sole Arbitrator, mutually agreed to by the Company and Union, who shall act as Chairman. At the time that either party serves notice, in writing, of its intention to proceed to arbitration, it shall, at the same time, notify the other party of the name of its legal representative or equivalent. The other party shall appoint its legal representative or equivalent within five (5) calendar days of receiving written notice and these two legal representatives or equivalent shall agree to a person to act as sole Arbitrator. Unless mutually agreed to, if they fail to agree

within fourteen (14) calendar days from the appointment of the second legal representative or equivalent, the selection of the arbitrator will be as per the Labour Relations Code.

The arbitrator shall be requested to render a decision within a period of one (1) month following the constitution of the Board. The decision of the arbitrator shall be final and binding on both parties to this Agreement. The arbitrator shall not have any jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof.

The parties agree to select from the following arbitrators listed below for both arbitrations and the optional grievance procedure: Jessica Gregory, Ken Saunders, Julie Nichols, Amanda Rogers, or Chris Sullivan.

#### **10.4 Arbitrator's Decision**

The arbitrator's decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted, and they shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

#### **10.5 Costs**

The cost of the arbitrator will be borne equally by the Union and the Company.

#### **10.6**

In view of the orderly procedure arranged for the settlement of grievances, the parties hereto agree, each with the other, that:

There shall be no striking on the part of the Union or lockout of employees on the part of the Company during the processing of any grievance or arising out of an award of an arbitrator determining the same.

#### **10.7 Optional Grievance Procedures**

Any grievance which has been properly processed through the preceding steps of the Grievance Procedure without being settled may be submitted to Optional Grievance Procedure upon mutual agreement between the Company and the Union.

- a) The outcome will be binding on the parties.
- a) Each party to the arbitration will be responsible for its own costs and will

share equally the cost associated with the Arbitrator.

- a) No legal counsel will be used by either party. The Union will use elected officers or business representatives. H.I.R. will use employees of their Industrial Relations Division.
- a) The parties will endeavor to reach an agreed to statement of facts prior to the hearing. The recommendations from an arbitrator shall be binding to the parties.
- a) Where the parties agree to invoke the optional grievance procedure, the appropriate process will apply notwithstanding the provisions of Article 10.3 (Step 4) of the Agreement and the parties shall not be entitled to thereafter invoke the arbitration process in Article 10.3 (Step 4).
- a) The location of the hearings is to be agreed to by the parties. The parties may agree in advance to deal with a maximum of three (3) grievances over the course of the day scheduled for the hearing.
- a) As the process is intended to be non-legal, outside lawyers will not be retained to represent either party during the optional grievance procedure. All presentations should be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.
- a) General rules of evidence will be waived except for the rule of “onus”.
- a) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- a) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated within and may include an immediate verbal award if the parties so agree, otherwise, the decision of the Arbitrator is to be completed and delivered in writing in ten (10) working days of the hearing.
- a) The Arbitrator shall have the power and authority to conclusively settle the dispute and their decision shall be binding on both parties. The Arbitrator shall not have the power to change the collective agreement or to alter, modify, or amend any of its provisions. However, the Arbitrator shall have the power to dispose of the grievance in any matter they deem just and equitable.
- a) Any decisions of an Arbitrator will be non-precedential.

Procedural Guidelines

- a) The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
- a) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- a) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all clauses are put before the arbitrator.
- a) Mediation: Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before the arbitrator. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.
- a) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case with respect to grievances involving customer complaints, the following will apply:
  - i) The person to whom the complaint was given be called to testify.
  - i) Bargaining unit or staff employees who can provide direct evidence with respect to the evidence, be called to testify.
  - i) The complaint shall be committed to writing, in the customer's own handwriting.
  - i) Prior to the hearing, the parties discuss the evidence so there are no surprises.

## **ARTICLE 11 - MANAGEMENT RIGHTS**

The entire management of the operation is vested exclusively in the Employer.

## **ARTICLE 12 - JOINT LABOUR MANAGEMENT COMMITTEE**

### **12.1 Joint Labour Management Committee Meetings**

On the request of either party, the parties must meet at least once every two months for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement. It is agreed that if neither party has provided at least one agenda item two weeks prior to the scheduled date of the meeting, the meeting will be deemed canceled.

## **ARTICLE 13 - LIQUOR CONTROL LEGISLATION AND REGULATIONS**

All employees who are involved in the sale or handling of liquor, will be required to comply with all of the relevant provisions of applicable liquor control legislation and any accompanying regulations.

## **ARTICLE 14 - BENEFITS**

- a) All Employees who have completed their probationary period and work a minimum of ninety-six (96) hours on a monthly basis shall be eligible for the Benefit Program, as set out in the Employee Benefits Plan handbook, subject to completing the necessary applications for enrolment.
- a) If at any time following an employee's qualification for benefits, that employee's average monthly hours worked drops below 96 hours per month, benefits will cease until re-establishment pursuant to (a) above.

## **ARTICLE 15 - MISCELLANEOUS ENTITLEMENTS**

### **15.1 Tasting Allowance**

Each employee working at least 4 shifts a month will be eligible for a \$50.00 tasting allowance each month in the form of store credit. The tasting allowance is encouraged to be used to try new products to gain knowledge that can be shared with guests and other team members.

Tasting allowance can be combined with the store discount and should be used each month, it will not be carried over subsequent months.

### **15.2 Employee Discount Plan**

Each employee will be eligible for an employee discount for products purchased at the rate of cost plus 7%.

Discount product must be sold from a fellow retail clerk or manager and not processed on shift (except in circumstances where the employee is on a closing shift and unable to purchase after shift due to Liquor Regulations). Non-alcoholic drinks shall remain available to purchase while on shift. All purchases should be for personal consumption off shift. This discount cannot be extended to family and friends.

### **15.3 Tip Pool**

The tip jar at each till will be divided amongst bargaining unit members only. Tips for that day will be divided up amongst employees who have been on shift when a new shift starts or ends.

## **ARTICLE 16 - DURATION**

This Agreement shall commence effective May 23, 2021 and expire on May 21, 2022. Either party to this Agreement may, within four months immediately preceding the termination of this agreement give to the other Party written notice to commence collective bargaining.

## **APPENDIX A – WAGE GRID**

### **Wage Scale**

<b>STEP</b>	<b>RATE</b>
<b>Step 1 (0 - 360 Hours)</b>	\$15.20
<b>Step 1 (361 - 1080 Hours)</b>	\$15.80
<b>Step 3 (1081 - 1800 Hours)</b>	\$16.20
<b>Step 4 (1801 - 2520 Hours)</b>	\$16.60
<b>Step 5 (2521 - 3240 Hours)</b>	\$17.00
<b>Step 6 (3241 - 3960 Hours)</b>	\$17.40
<b>Step 7 (3961 - 4680 Hours)</b>	\$17.80
<b>Step 8 (4681 + Hours)</b>	\$18.20

**SIGNED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021**

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\_\_\_\_\_  
Gerry Bergunder, Executive Director, SEIU Local 2  
Relations

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Tim Dolinski, on behalf of Hospitality Ind.

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\_\_\_\_\_  
John Locke, President, SEIU Local 2

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Karim Hooda, Owner, Westgate Liquor Store

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\_\_\_\_\_  
Quentin Rowe-Codner, Bargaining Committee  
Relations  
Member

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Chantel Wellman, on behalf of Hospitality Ind.

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Daylan Kellough, Bargaining Committee Member

\_\_\_\_\_  
Steve Pike, SEIU Local 2, Regional Vice President

