

The Labour Relations Board
Saskatchewan

RAMADA HOTELS OF SASKATCHEWAN, Applicant v. HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION, LOCAL 41, Respondents

LRB File No. 121-12; July 23, 2012

Chairperson, Kenneth G. Love Q.C.; Members: Ken Ahl and Donna Ottenson

For the Applicant Employer: Larry Leblanc, Q.C.
For the Respondent Union: Bettyann Cox

Vote – Final offer vote – Voters’ list – Board determines employees who are involved in the strike – Section 45(3) of *The Trade Union Act* – Determines employees who engaged in picketing or were excused from picketing are eligible to vote – Board supports previous Board jurisprudence which held that any employees who crossed picket line and worked for the Employer as at date of application or subsequent to the application were not involved in the strike and not entitled to vote – Other employees also ineligible to vote as not being involved in the strike due to their being on long term disability, workers compensation, annual holidays or leave of absence – Board considers impact of amendments to s. 45.

The Trade Union Act, s. 45.

REASONS FOR DECISION

Background:

[1] Hotel Employees and Restaurant Employees Union, Local 41 (the “Union”) is certified as the bargaining agent for a unit of employees of the Ramada Hotel, located at 1818 Victoria Avenue, Regina, Saskatchewan.

[2] There was some confusion as to the actual Employer in this application. The application was filed by Ramada Hotels of Saskatchewan. Counsel for the Employer suggested the proper name of the Employer should be The Ramada Hotel and Convention Centre, Regina Saskatchewan. A corporate search of the operation of the hotel showed it to be 607637 Saskatchewan Ltd. Regardless of who may be the proper employer, we have utilized the name of Ramada Hotels of Saskatchewan as the Employer for the purposes of this decision and any Orders made by the Board in relation thereto. If it is demonstrated that another entity should have been the Applicant, and hence subject to any Orders the Board may make, the Board has

the authority to correct any defect or error pursuant to s. 19 of *The Trade Union Act*, R.S.S. 1978, c.T-17, the “*Act*”. For ease of reference, we have referred to the Applicant in this matter as the “Employer”.

[3] On July 5, 2012, the Employer applied by letter to the Minister of Labour Relations and Workplace Safety, pursuant to s. 45 of the *Act*, for the appointment of a special mediator to investigate and meet with any of the parties. Coincident with that application, the Employer filed with the Board an application for the Board to conduct a “final offer” vote in accordance with s. 45 of the *Act*.

[4] By letter dated July 10, 2012, the Minister of Labour Relations and Workplace Safety appointed Doug Forseth, Executive Director of the Labour Relations and Mediation Division of Saskatchewan Labour as special mediator pursuant to s. 45 of the *Act*.

[5] By letter dated July 12, 2012, Mr. Forseth, pursuant to s. 45(1.1)(b) of the *Act*, recommended that the Board conduct a vote on the final offer from the Employer. In his letter, Mr. Forseth noted “...there is a fundamental disagreement between the parties as to the employees who should be eligible to vote.” Mr. Forseth in his letter recommended “that a vote be conducted on the final offer from the Ramada Regina Hotel to its employees who are members of UNITE HERE, Local 41 in accordance with s. 45.”

[6] The Board held a hearing on July 17, 2012 to hear submissions from the parties relating to the composition of the voter’s list. At the conclusion of that hearing, the Board ordered that a vote be conducted among certain employees of the Employer on Friday, July 20, 2012 at the offices of the Board at 1600 – 1920 Broad Street.

[7] The Board, in its oral decision on July 17, 2012, identified classes of employees who were “involved in the strike” so as to be eligible to vote on the final offer. Mr. Fred Bayer, Board Registrar, was appointed as the Agent of the Board for the purposes of conducting the vote and working with the parties to determine a voters list in accordance with the determination by the Board as to eligibility.

[8] These are the Reasons for those decisions.

Facts:

[9] As noted above, the Union represents the employees of the Employer. On June 1, 2012, the Union provided strike notice to the Employer advising that strike action would commence at 7:00 AM on June 4, 2012. The strike commenced on June 4, 2012 at 7:00 AM in accord with the strike notice.

[10] On June 1, 2012, the Employer provided a "final offer" to the Union. At the hearing of this matter, both parties agreed that there was no issue between them and that the document provided to the Board by the Employer and marked as Exhibit "B" to its application was that "final offer" which was made in accordance with s. 45 of the *Act*. The Board has accordingly accepted that document as the Employer's "final offer".

[11] At the hearing, the Employer provided the Board with a list of employees which the Employer had segregated into three (3) distinct groups. These were grouped under the headings "Picketing Staff as of July 14, 2012", "Back to Work Staff as of July 14, 2012" and "Stay at home Staff as of July 14, 2012".

[12] This list of Employees was prepared by Mr. Terry Grof, General Manager of the Employer. He acknowledged that his categorization was based upon his own criteria as to what the status of the various employees was. He testified that the lists were prepared initially from payroll records and modified by the Employer's bookkeeper and himself.

[13] Mr. Grof testified that the three (3) classifications were defined by him as:

"Active" - means employees who picketed fairly regularly (fairly regularly was based upon his own interpretation of those words)

"Back to Work" - those employees who received a pay cheque from the Employer since the beginning of the strike. He acknowledged that this could include people who had received a pay out of their holiday pay and people who had been picketing in the past.

"At home" - those employees that had not been observed picketing fairly regularly and who were not back to work.

The three lists are attached to this decision as Appendix "A".

[14] Mr. Grof also testified that he was unaware of whether or not any of the “stay at home” employees had replaced their employment at the Ramada. He also testified that some of the “stay at home” employees could have been active on the picket line without his knowledge. Mr. Grof also testified that some of the “stay at home” employees were on long term disability or workers’ compensation, and some may be on holidays or annual leave.

[15] The Board Agent met with the parties counsel and communicated with them concerning the development of a voter’s list based upon the Board’s direction in this matter and was successful in reaching agreement on a voter’s list to have the vote proceed as directed on Friday, July 20, 2012.

Relevant statutory provisions:

[16] Relevant provisions of the Act are as follows:

2(k.1) *“strike” means any of the following actions taken by employees:*

- (i) *a cessation of work or a refusal to work or to continue to work by employees acting in combination or in concert or in accordance with a common understanding; or*
- (ii) *other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output or the effective delivery of services;*

...

45(1) *Where a strike has continued for 30 days:{PRIVATE }*

- (a) *the trade union;*
- (b) *the employer; or*
- (c) *any employees of the employer involved in the strike where those employees represent at least 25% of the bargaining unit or 100 employees, whichever is less;*

may apply to the minister for the appointment of a special mediator pursuant to section 23.1.

(1.1) *A special mediator appointed for the purposes of subsection (1), in addition to the powers conferred by section 23.1, may:*

- (a) *investigate and meet with any or all of the parties to a labour-management dispute; and*

(b) *if the special mediator considers it advisable, recommend that the board conduct a vote among the striking employees to determine whether a majority of the employees voting, whose ballots are not spoiled, are in favour of accepting the employer's final offer and returning to work.*

(2) *On the recommendation of a special mediator pursuant to clause (1.1)(b), the board shall conduct the vote recommended, and subsection 11(8) applies, with any necessary modification, to the vote.*

(3) *Every employee who is involved in the strike and who has not secured permanent employment elsewhere is entitled to vote for the purpose of this section.*

(4) *No more than one vote in respect of the same strike shall be held or conducted under this section.*

(5) *Where, pursuant to this section, employees have voted to accept an employer's final offer and to return to work, the employer shall not withdraw that offer.*

Union's arguments:

[17] Counsel for the Union argued that only union members who were supporting the strike, in the sense that they were no longer working for the Employer, should be entitled to vote on the Employer's final offer.

Employer's arguments:

[18] Counsel for the Employer argued that all employees should be considered as being involved in the strike and should, therefore, be entitled to vote on the final offer.

Analysis:

[19] Section 45 has only been interpreted by the Board in two (2) previous decisions. The first interpretation of this provision was put forward by Chairman Dennis Ball¹ in *Reg Jessup and G. Wayne Hanna v. Saskatchewan Government Employees Union and Government of Saskatchewan*² (hereinafter "*Jessup*"). In that decision, the Board, while declining to order a vote on the final offer, established the first interpretation of s. 45 of the *Act*.

[20] At p. 53, the Board interprets the use of the words "involved in the strike" as set out in s. 45(3) of the *Act*.

¹ Now Mr. Justice Ball of the Court of Queen's Bench for Saskatchewan

² [1986] Feb. Sask. Labour Rep. 48, LRB File Nos.: 373-85 & 375-85 decision dated December 12, 1985.

Section 45 is directed not at employees in the appropriate unit who are affected by the collective bargaining, but at employees "involved in the strike".

In the Board's opinion, to say that only employees who have actually withdrawn their services are "involved in the strike" (which is the interpretation urged upon the Board by the Union) would be to give that phrase an unduly restricted meaning. On the other hand, it does not necessarily follow that in every case every employee in the bargaining unit is involved in a strike.

...

In the Board's opinion anyone who has contributed to a strike in some tangible way is "involved" in it within the meaning of Section 45 of The Trade Union Act. The contribution may be made in any number of ways, ranging from a continued or intermittent withdrawal of services, to a refusal to work overtime, to a special financial contribution over and above regular union dues which are intended to finance the strike. However, employees who have not contributed to or supported the strike in some measurable way and who have continued, without interruption to perform the same services in the same manner for the same net wages and benefits as they did before the bargaining commenced are neither striking employees within the meaning of subsection (1) of Section 45, or "involved in the strike" within the meaning of subsection (3) of Section 45, and no one receiving their services could perceive them to be either "striking" or "involved in a strike". At most, they are affected by the strike and interested in its outcome.

[21] Following this decision, the Legislature amended s. 45 by inserting the current provisions of ss. 45(1.1) and ss. 45(2). In addition, s. 45(1) was amended to require that the special mediator referenced in s. 45(1.1) be appointed. In that same piece of amending legislation, a definition of the word "strike" was added to the *Act*.

[22] Those amendments played a significant part in the second decision of the Board which dealt with s. 45. In *Doug Forseth, as special mediator, v. Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, and 617400 carrying on business as Albert Street Garden Market*³ (hereinafter referred to as "Forseth"), Vice-Chairperson Matkowski, writing for the Board read s. 45(3) of the *Act* in conjunction with the new definition of strike in s. 2(k.1) of the *Act* as follows at paragraph 11:

When the Board reads s. 45(3) of the Act in conjunction with s. 2(k.1) of the Act, every employee who is involved in the strike as at the date of the application is entitled to vote on the employer's final offer. To rule otherwise would mean that a group of individuals, who had not endorsed the union's concerted activity, could vote to possibly curtail the union's concerted activity. In the Board's view, this would not be a reasonable, correct or fair result.

[23] In *Forseth, supra*, at paragraph 10, the Board rules that:

employees who were not supporting the strike and who crossed the picket line and worked for the Employer as at the date of this application should not be allowed to vote on the Employer's final offer.

[24] As noted by Mr. Forseth in his letter to the Board in this matter (see paragraph 5 above), there was a fundamental difference in the interpretation placed upon the wording of s. 45 by the Employer and the Union. However, as will be seen from the following analysis, the legislature's intention is clear with respect to the interpretation of Section 45.

[25] The Employer's position is understandable. When a strike vote is taken, all members of the bargaining unit are, presumably, entitled to vote for or against that action. When a contract is ratified following successful collective bargaining, all members are entitled to vote to accept or reject that new contract. Why, then, in the circumstances of s. 45 should there be a difference in the constituency who is entitled to vote on acceptance or rejection of that final offer. The easy answer to that question is that that is what the legislature intended when it enacted s. 45 of the *Act*.

[26] However, that simplistic answer requires some further analysis. Different terminology is used throughout s. 45 to create different constituencies (or groups of employees empowered to act under the various provisions). Section 45(1) of the *Act* provides that "any employees **of the employer involved in the strike**" (emphasis added) may seek a final offer vote⁴. This would include all employees since it is not the employees involved in the strike, but those employees of an employer involved in the strike. Presumably, but without making any ruling with respect to the interpretation of that provision, that provision would allow any employee, whether picketing, supporting, or who had crossed the picket line, to make an application for the appointment of a special mediator and for a final offer vote.

[27] Then, in subsection 45(1.1)(b) the legislature empowers the special mediator to recommend "that the board conduct a vote among **the striking employees...**". This provision, could be interpreted in at least two ways, that is that it is intended to include all employees (as

³ [2005] CanLII 63025 (SK LRB), LRB File No.: 179-05

⁴ Assuming, of course, that they meet the other criteria set out in the *Act*

per subsection (1)), or that “striking employees” means only those “involved in the strike” as per subsection 45(3).

[28] Subsection 45(3), on the other hand, is an express direction by the Legislature that only employees “involved in the strike” are entitled to vote. Therefore, we are of the opinion that subsection 45(1.1)(b) must be qualified by subsection (3) of the *Act* since the only employees eligible to vote are those “involved in the strike” and hence are the only employees eligible to be considered “to determine whether a majority of the employees voting ... are in favour ...” as set out in subsection 45(1.1)(b).

[29] The Board in *Forseth* did not make this analysis, relying upon the change in added definition of strike to reach its conclusion. Nevertheless, the end result is the same insofar as the governing provision of the *Act* remains subsection 45(3) insofar as this application is concerned.

[30] The definition of “strike”⁵ added to the act, defines two activities as constituting a strike. The first is a “cessation of work or a refusal to work or to continue to work”. The second is “other concerted activity of the part of employees...designed to restrict or limit output or effective delivery of services”.

[31] When the strike vote was taken, all employees in the bargaining unit had the opportunity to make their choice. The result was that strike action was authorized and the required strike notice given by the Union to the Employer. Once the strike commenced on June 4, 2012, some employees chose not to support the strike and not be involved in it by crossing the picket line and returning to their employment. Others, as the strike continued also made that choice. However, once that choice was made, by virtue of the fact that they had returned to their former position, and were, therefore, by not ceasing work, refusing to work, or refusing to continue to work, they were no longer striking. Nor were they (or at least there was no evidence of such) engaged in other concerted activities ...designed to restrict or limit output of effective delivery of services. In short, they had ceased to strike. Since they had ceased to strike, they cannot logically, therefore, be included in the subset of employees who continued to strike or were “involved in the strike”.

[32] There are other subsets of employees who are also not involved in the strike insofar as they have either never began to strike, or who have ceased to strike. These include employees who have been on long term disability for a considerable period of time or those who have been in receipt of workers' compensation benefits as a result of a workplace injury, and thus cannot be seen to have ceased work, refused to work, or refused to continue to work. Similarly, they cannot be seen as being "engaged in other concerted activities...designed to restrict or limit output of effective delivery of services".

[33] Another group is those employees who have requested and have been granted leave, either long term or have gone on holidays during the strike. These activities do not place them within the definition of those persons who are on strike since they, too, cannot be seen to have ceased work, refused to work, or refused to continue to work. Similarly, they cannot be seen as being "engaged in other concerted activities...designed to restrict or limit output of effective delivery of services".

[34] Another group would be those who have abandoned their employment and their interest in the strike activity by virtue of failing to respond to a call in to work, but who have also not participated in picketing activity nor have been excused from picketing by the Union. These employees had, based upon the evidence provided, abandoned their employment and hence would no longer have any interest or involvement in the strike since they to cannot be seen to have ceased work, refused to work, or refused to continue to work. Similarly, they cannot be seen as being "engaged in other concerted activities...designed to restrict or limit output of effective delivery of services". These employees were identified as those being on the Employer's "no show" list.

[35] Reference to the definition of "strike" also resolves any potential conflict between the use of the words "striking employees" used in subsection 45(1.1)(b) and "involved in the strike" as used in subsection 45(3).

[36] It is interesting to note that another requirement of eligibility to vote on a final offer is that the employee must not have "secured permanent employment elsewhere". While this provision does not play a large role in this case, it may be of interest in future cases, particularly in cases such as this which involve a large number of employees who work less than full time

⁵ See s. 2(k.1) of the *Act*

hours. In some cases, the evidence established that many employees had jobs elsewhere and worked for the Employer only on certain days (such as weekends) or for shifts during the week. Many employees were banquet employees who would work only as needed. At some point in time, the Board will undoubtedly have to determine if this provision would be applicable to say an employee who worked ten (10) hours per week, who, during the strike, found replacement work for these ten (10) hours. Would that constitute securing "permanent employment"?

[37] For these reasons, the Board rules as follows:

1. that those employees identified as "Picketing Staff as of July 14, 2012" are "involved in the strike" and therefore eligible to vote on the Employer's final offer;
2. that those employees identified as "Back to Work Staff as of July 14, 2012" are not "involved in the strike" and are therefore ineligible to vote on the Employer's final offer;
3. that with respect to the employees identified as "Stay at Home Staff as of July 14, 2012" that:
 - (a) Any person who has engaged in picketing at any time or who has been excused from picketing by the Union is "involved in the strike" and therefore eligible to vote on the Employer's final offer.
 - (b) Any persons who are on long term disability or receiving workers' compensation benefits are not "involved in the strike" and are therefore ineligible to vote on the Employer's final offer.
 - (c) Persons who have failed to either picket or return to work and who are on the Employer's "no show" list are not "involved in the strike" and are therefore ineligible to vote on the Employer's final offer.
 - (d) Persons who quit or were fired prior to June 4, 2012 are not "involved in the strike" and are therefore ineligible to vote on the Employer's final offer.
 - (e) Any other persons not included in the categories (a)-(d) above shall be entitled to vote. However, their vote will be double enveloped and shall not be counted unless they are statistically relevant to the result and only following a determination by this panel that the person whose vote is to be counted is "involved in the strike".
4. that Mr. Fred Bayer, Board Registrar, is appointed as the Agent of the Board to meet with the parties to develop a voter's list based upon the

above classifications and to conduct a vote of those persons eligible to vote in accordance with the Board's standard practice, such vote to be conducted at the offices of the Board (1600 – 1920 Broad St., Regina, Saskatchewan) on Friday, July 20, 2012 in accordance with s. 45 of the *Act* and any other relevant provision of the *Act* and the Regulations.

5. that the vote will be counted, in the presence of a scrutineer from the Union and the Employer immediately following the close of the poll on Friday, July 20, 2012 and the result made known to the Board and to the parties. If the result of the vote is inconclusive and the double enveloped votes may affect the outcome, a further hearing to determine the eligibility to vote of those persons whose vote was double enveloped will be heard, as soon as practicable, by this panel of the Board who shall be seized with the matter.

[38] The vote of the eligible employees was conducted by the Board, as scheduled, on July 20, 2012. The results of the vote were, as follows:

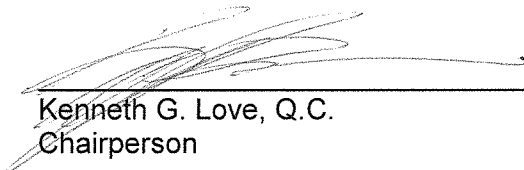
No. of Eligible Voters	66
No. of Votes for Accepting the Final Offer	3
No. of Votes against the accepting the final offer	47
No. of Spoiled Ballots	0
No. of Ballots Cast	52
No. of Employees Not Voting	14

[39] The results of the employee vote rendered the double enveloped ballots statistically irrelevant to the result and they were, therefore, not opened or counted.

[40] The ballots shall be retained by the Board Agent for at least three (3) days after July 20, 2012. Should there be no objection to the vote filed with the Board within that period pursuant to s. 29 of the *Regulations and Forms of the Labour Relations Board*,⁶ the ballots shall be destroyed.

DATED at Regina, Saskatchewan, this **23rd** day of **July, 2012**.

LABOUR RELATIONS BOARD



 Kenneth G. Love, Q.C.
 Chairperson

⁶ Saskatchewan Regulations 163/72 as amended.

RAMADA HOTEL REGINA

Appendix "A"

Picketing Staff as of July 14, 2012

#	Employee #	Staff Name	Position	Start Date
1	1006	FALASTEIN, SAMY	COOK	1979 Feb 05
2	2653	QUINN, VICTORIA	BARTENDER	1980 OCT 21
3	109	LAM, BINH	HSKEEPER	1981 JAN 03
4	1202	ARDELL, MARGRET	WAITRESS	1985 JULY 10
5	1212	TONG, SERINA	WAITRESS	16-Aug-85
6	1617	MUCHA, RICHARD	BNQT SUPER	4-Jun-86
7	1211	STERNIG, SYLVIA	WAITRESS	1987 SEPT 06
8	1605	DAVIS, LEANNE	BNQT SUPER	1995 JUNE 1
9	3875	SKAALID, GARRY	MAINTENANCE	1997 MAR 1
10	1052	ARAOS, VICTOR	DISHWASHER	1999 MAR 06
11	1358	MOERIKE, ROGER	BARTENDER	1999 MAY 13
12	189	SCHREYER, KATHY	HSKEEPER	2000 FEB 4
13	227	LING, WU	HSKEEPER	2002 AUG 2
14	127	TESFAMICHAEL, NEBIAT	HSKEEPER	2003 AUG 16
15	134	WESAQUATE, SHIRLEY	HSKEEPER	2003 SEP 29
16	355	TORH, MARGARET	HSKEEPER	2006 FEB 18
17	359	POWOROZNYK, MELANIE	SERVER BNQT	2006 FEB 22
18	50	GANSINH, RUPINDER	HSKEEPER	2006 OCT 7
19	492	DUFRESNE, MICHAEL	MAINTENANCE	2007 MAY 14
20	533	AHENAKEW, MARYLEE	HSKEEPER	2007 AUG 23
21	600	WU, YU HUAN	CLEANER	2007 OCT 16
22	708	BESSEY, TIKKA	SERVER BNQT	2008 MAY 21
23	340	DANIELS, ALLAN	CLEANER	2008 AUG 08
24	817	GEZAE, MEHARE	CLEANER	2008 SEP 29
25	904	LAVERDIERE, JEREMY	DISHWASHER	2009 MAY 1
26	927	TODOROWICH, PATRICK	CLEANER	2009 JUL 09
27	992	BAINS, KULVINDER KAUR	HSKEEPER	2010 APR 13
28	1019	GILL, SARBJIT	HSKEEPER	2010 JULY 22
29	1020	LUNE, KATHERINE	DESK CLERK	2010 AUG 10
30	1028	BEYANU, WEINI	HSKEEPER	2010 AUG 17
31	1066	HEISLER, RACHELLE	HSKEEPER	2010 OCT 12
32	1138	SCHOENFELDT, NATHAN	COOK	2011 FEB 14
33	1415	SANCHUK, CASEY	WAITRESS	2011 NOV 21
34	1449	MYERS, DEREK	SERVER BNQT	2012 MAR 10
35	1463	MARQUES, SUZI	HSKEEPER	2012 APR 19
36	1466	PALACIOS, GICELL	SERVER BNQT	2012 APR 27

EXHIBIT E-2
 LRB FILE 121-12
 INITIALS gm
 DATE July 17/12

RAMADA HOTEL REGINA

Back to Work Staff as of July 14th, 2012

					WHEN THEY
#	Employee #	Staff Name	Position	Start Date	RETURNED TO WORK
1	474	EDWARDS, ASHLEY	COOK	2007 APR 30	JUNE 11TH
2	511	SOROS, ZOLTAN	COOK	2007 JUN 19	JUNE 18TH
3	523	LAFONTAINE, LISA	HSKPER	2007 JUL 31	JUNE 4TH
4	772	HOSSEINI, REZA	BNQT SERVER	2008 AUG 16	JUNE 21ST
5	763	BIRO, DIANA	COOK	2008 AUG 23	JUNE 4TH
6	843	KNAPP, GLEN	MAINTS	2009 OCT 29	JUNE 4TH
7	1009	HAZRA, TANVEER	DESK CLERK	2010 JUN 14	JUNE 4TH
8	479	PELLETIER, JENNIFER	DESK CLERK	2010 JUL 29	JUNE 11TH
9	1059	JEFFERS, RAJINEE	BNQT SERVER	2010 SEP 25	JUNE 4TH
10	1071	GHIRAIYA, ANUP	DESK CLERK	2010 OCT 15	JUNE 4TH
11	1084	ARORA, RANJAN	BNQT CAPT	2010 NOV 1	JUNE 7TH
12	1122	PURCELL, CABREE	AUDIT	2011 JAN 17	JUNE 4TH
13	902	STONECHILD, MATTHEW	MAINTS	2011 FEB 15	JUNE 18TH
14	453	HERSCHE, DARREN	MAINTS	2011 MAR 07	JUNE 4TH
15	1175	HASTINGS, ROBERT	COOK	2011 MAY 7	JUNE 15TH
16	1176	ASFAW, NATANET	SERVER	2011 MAY 12	JUNE 13TH
17	1188	PELLETIER, JOHN	CLEANER	2011 JUN 23	JUNE 4TH
18	1193	LONGPRE, ASHLEY	SERVER	2011 JULY 12	JUNE 19TH
19	1255	GROFF, JOSHUA	BNQT SERVER	2011 AUG 14	JUNE 9TH
20	1258	REDMAN, COURTNEY	HSKPER	2011 SEP 2	JUNE 4TH
21	1268	MAGNUSSON, MACKENZIE	SERVER	2011 Sep 12	JUNE 13TH
22	1274	BRUYERE, BRIAN	CLEANER	2011 Sep 21	JUNE 13TH
23	1981	MARCIAL, JOE	DISHWASHER	2011 Sep 29	JUNE 5TH
24	1421	KORFMAN, MORGAN	BQT CAPT	2011 Dec 01	JUNE 4TH
25	1424	KELLER, SHAYLENE	HSKPER	2011 DEC 1	JUNE 30TH
26	1423	DESJARLAIS, FATIMA	BNQT	2011 Dec 01	JUNE 30TH
27	1433	TAYLOR, BRIAN	AUDIT	2011 Dec 12	JUNE 8TH
28	1435	McCLINTON, ERIN	DESK CLERK	2012 Jan 23	JUNE 6TH
29	1437	STARK, MURENA	SERVER	2012 Jan 30	JUNE 4TH
30	1444	SEMENTSOVA, ALLA	SERVER	2012 Feb 24	JUNE 8TH
31	1451	PETERMAN, EVAN	COOK	2012 Mar 15	JUNE 13TH
32	1452	BEAUDRY, ELISE	SERVER	2012 Mar 18	JUNE 8TH
33	1454	HORTON, SHANE	BELLMAN	2012 Mar 23	JUNE 5TH
34	1455	MOYER, KAMILLE	HSKPER	2012 MAR 25	JUNE 5TH
35	1450	BRADSHAW, GORDON	MAINTS	2012 Mar 28	JUNE 6TH
36	1461	REIGER, CHRIS	SERVER	2012 Apr 11	JUNE 9TH
37	1468	TRAVIS, SANTANA	SERVER	2012 May 11	JUNE 13TH
38	1473	SYED, ALI	SERVER	2012 May 25	JUNE 30TH
39	1472	McKNIGHT, JANINE	HSKPER	2012 May 26	JUNE 4TH
40	1475	BALASKI, CHELSEY	DESK CLERK	2012 Jun 12	JUNE 13TH
41	1476	CUSTER, DUANE	BQT PORTER	2012 Jun 16	JUNE 17TH
42	1477	SOPER, CRAIG	MAINTS	2012 Jun 18	JUNE 18TH

RAMADA HOTEL REGINA

Appendix "A"

Stay at Home Staff as of July 14th, 2012

#	Employee #	Staff Name	Position	Start Date
1	1602	BESLER, IRIS	BNQT CAP	1982 Jan 01
2	103	DUONG, YEN	HSK	1989 May 24
3	1004	DAVIS, WANDA	COOK	1989 Sep 02
4	1621	WAKALUK, HEIDI	SERVER BNQT	1990 Apr 17
5	1315	STRELIOFF, CAROL	WAITRESS	1999 Dec 09
6	69	KOWALCHUK, STEPHANIE	HSK	2006 Nov 12
7	465	BEEPETH, FRANCA	HSK	2007 Apr 22
8	601	ATHERTON, KRISTINA	BARTENDER	2007 Oct 16
9	671	BESSEY, TALI	SERVER BNQT	2008 Mar 24
10	715	WILSON, TWYLA	HSK	2008 May 14
11	750	PERRY, DELLA	HSK	2008 Aug 12
12	785	McKAY, AMELIA	COOK	2008 Sep 17
13	1233	NUTTALL, LORI	WAITRESS	2009 Jun 27
14	965	KELLER, NIKKI	HSK	2009 Oct 27
15	969	LANGFORD, JUDY	DESK CLERK	2009 Oct 31
16	998	HAINES, DUSTIN	COOK	2010 May 18
17	1026	BHUIYAN, DIDAR	BELLMAN	2010 Aug 09
18	1065	DESNOMIE, IVANNA	HSK	2010 Oct 12
19	1069	HOGUE, ARIFUL	SERVER BNQT	2010 Oct 12
20	1127	GERHARDT, DALE	BARTENDER	2011 Jan 26
21	1141	EL MORABITI, YAHIA	COOK	2011 Feb 22
22	644	MCELREE, LARISSA	SERVER BNQT	2011 Feb 24
23	1143	YUSHCHYCK, ROMAN	SERVER BNQT	2011 Feb 24
24	1144	RAMAKRISHNAN, DEVAAND	BELLMAN	2011 Feb 25
25	1154	RESENER, KATHY		2011 Mar 29
26	1179	MURPHY, LUCAS	BARTENDER	2011 May 20
27	1182	MUDIYANSELAGE, JAYATISSA	HSK	2011 Jun 08
28	1191	POTTER, KAYLA	BARTENDER	2011 Jun 25
29	1190	REES, AMY	WAITRESS	2011 Jul 04
30	1252	BITZKEL, PATRICIA	HSK	2011 Aug 20
31	1288	EKLUND, AMY	WAITRESS	2011 Oct 01
32	1294	BOUCHER, ROBYN	DESK CLERK	2011 Oct 17
33	1432	BRAR, RANJIT	HSK	2011 Dec 08
34	1445	GILL, PARAMJEET	HSK	2012 Feb 27
35	1457	NGAIH, CING	HSK	2012 Mar 28
36	1458	BRAR, RAMADEEP	HSK	2012 Mar 31
37	1464	LABELLE, DANNI	HSK	2012 Apr 28