

IN THE MATTER OF AN ADJUDICATION
PUSUANT TO SECTION 2-75 AND 4-6 OF
THE SASKATCHEWAN EMPLOYMENT ACT



COMPLAINANT:

Douglas Reddaway;

Represented by Daniel Corbett, Employment Standards Officer.

RESPONDENTS:

IEI Industrial Electric & Instrumentation Ltd., 1120 East Avenue, Weyburn, SK
S4H 3E4;

Aaron Grohn, being a Director of IEI Industrial Electric & Instrumentation Ltd.,
26 Creekside Terrace, Weyburn, Saskatchewan S4H 3B9; and

Kevin Allen, being a Director of IEI Industrial Electric & Instrumentation Ltd.,
Box 540, Cremona, Alberta, TOM 0R0;

Represented by Richard Henning and Aaron Grohn.

Date of Hearing: Sept. 13, 2016

Location of Hearing: Third Floor Boardroom
Employment Standards
Ministry of Labour Relations and Workplace Safety
Third Floor, 1870 Albert Street
Regina, SK S4P 4W1

Preliminary Matters:

The Director of Employment Standards issued Wage Assessment # 8020. It was signed May 24, 2016 by the 'Director's Delegate' at Estevan, Saskatchewan. It directed IEI Industrial Electric & Instrumentation Ltd., 1120 East Avenue, Weyburn, SK S4H 3E4; Aaron Grohn, being a Director of IEI Industrial Electric & Instrumentation Ltd., 26 Creekside Terrace, Weyburn, Saskatchewan S4H 3B9; and Kevin Allen, being a Director of IEI Industrial Electric & Instrumentation Ltd., Box 540, Cremona, Alberta, TOM 0R0 ('the respondents') to pay wages to the following employees, in the following amounts:

Devin Herriot - \$4,492.44; and
Douglas Reddaway - \$5,200.38.

The respondents 'Written Notice of Appeal' is dated June 17, 2016. This hearing (LRB File No. 165-16) was set in relation to Douglas Reddaway.

No objection was made by either party regarding my jurisdiction to hear this matter. I specifically asked Mr. Corbett if he would like to raise any issues with respect to whether the appeal had been properly served in the prescribed manner, upon the Director of Employment Standards. I also specifically asked Mr. Corbett if he would like to address any issues regarding the time limit for serving notice of appeal under *The Saskatchewan Employment Act*. In both cases Mr. Corbett indicated he did not. Not surprisingly, Mr. Henning also indicated he had no concerns regarding these issues.

Issue:

The only issue in this matter is whether or not the layoffs which occurred so that Mr. Reddaway could attend technical training as required by Exhibit EE-1, the 'Saskatchewan Apprenticeship and Trade Certification Commission Form A Contract Between Apprentice and Employer' ('the contract') constitute a break in employment for the purposes of calculating notice pursuant to 2-60 of *The Saskatchewan Employment Act*.

If these layoffs do not constitute breaks in employment, then the Wage Assessment is correct and Douglas Reddaway is entitled to \$5,200.38. If the layoffs do constitute a break in employment, then Mr. Reddaway is entitled to substantially less notice.

Facts and Decision:

The facts of this case mirror the facts in LRB File No. 163-16. IEI Industrial Electric & Instrumentation Ltd. ('the employer') is an active Saskatchewan corporation. The Corporate Registry Profile Report from Information Services Corporation dated April 19, 2016 discloses that Aaron Grohn and Kevin Allen are directors, and that Richard Henning is an officer of IEI Industrial Electric & Instrumentation Ltd.

There was no real dispute with respect to any significant facts. The employer does oilfield service and maintenance work. Mr. Reddaway's first day of work for the employer was June 27, 2011. His last day of employment was February 8, 2016.

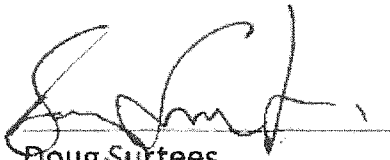
As with the employee in LRB File No. 163-16, Mr. Reddaway was temporarily laid off a number of times so that he could attend school pursuant to the Apprenticeship Contract between himself and the employer. This contract is identified as a 'Form A Contract between Apprentice and Employer' and bears the name of the Saskatchewan Apprenticeship and Trade Certification Commission. It was put into evidence and identified as Exhibit EE-1.

The relevant law in this matter is exactly the same as in my decision related to LRB File No. 163-16. Therefore, for the reasons stated in my decision related to LRB File No. 163-16, I conclude that the layoffs which occur so that an employee can attend technical training (i.e. school) as required an Apprenticeship and Trade Certification Contract between the employee/apprentice and the employer, do not constitute a break in employment for the purposes of calculating notice pursuant to 2-60 of *The Saskatchewan Employment Act*.

Conclusion:

The notice period used to calculate the amount owing to Douglas Reddaway in Wage Assessment # 8020 is correct. The respondent/employer's appeal is dismissed, and Wage Assessment # 8020 in the amount of \$5,200.38 with respect to Douglas Reddaway is hereby confirmed.

Dated at the City of Saskatoon, in the Province of Saskatchewan this 4th day of November, 2016.

A handwritten signature in black ink, appearing to read "Doug Surtees", written over a horizontal line.

Doug Surtees
Adjudicator