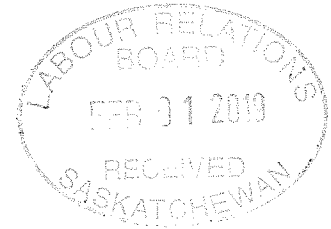


DECISION OF ADJUDICATOR
IN THE MATTER OF AN ADJUDICATION
PURSUANT TO SECTIONS 2-75 and 4-6 OF
THE SASKATCHEWAN EMPLOYMENT ACT



APPELLANTS:

(Employer) Farms and Families of North America Incorporated o/a Farmers of North America
(Director) James Mann

RESPONDENT:

(Employee) Nicole Mason

Irene Phan, Employment Standards Officer, appearing for Government of Saskatchewan, Ministry of Labour Relations and Workplace Safety, Employment Standards Division

DATE OF HEARING: December 24, 2018, 9:00 a.m. and January 24, 2019, 10:00 a.m.

PLACE OF HEARING: Rooms 2.1 and 9.3
122 3rd Avenue North (Sturdy Stone Building)
Saskatoon, Sask.

I. INTRODUCTION

This is an appeal by the Employer, Farms and Families of North America Incorporated operating as Farmers of North America (FNA) from an amended Wage Assessment in favour of the Employee Nicole Mason in the amount of \$3,277.36. The company is represented by its President and CEO James Mann.

Ms. Mason was terminated August 13, 2018 and immediately took her claim to Employment Standards. The initial Wage Assessment was calculated as follows:

1. Pay Period ending 31-Jul-18	Salary as per pay stub	\$1,770.84
2. Pay Period ending 15-Aug-18	Hourly 61 hrs x \$23.35/hr	\$1,424.35
	Vac Pay x 3\52	\$82.17
3. Pay instead of Notice	1 week 35 hrs x \$23.35/hr	\$817.25
	Vac Pay x 3\52	\$47.15
	TOTAL	\$4,141.76

Mr. Mann's Appeal of the Assessment, dated October 25, 2018, stated:

Our grounds for the appeal are based on Ms. Mason's conduct as an employee of the company. She was insubordinate on numerous occasions causing conflict within the company. She seriously breached the confidentiality agreement she had with the company. As well, Ms. Mason also appears to be guilty of a sizable theft from the company.

Ms. Mason withdrew her claim for pay in lieu of notice. The revised Wage Assessment dated November 15, 2018 is for **\$3,277.36** and includes only a demand for payment for the last two pay periods worked by Ms. Mason.

II. PRELIMINARY MATTERS

The Ministry provided information at the Hearing confirming the Employer's appeal and appeal deposit were received within the time requirements in s. 4-4(4) and s. 4-5(1)(b) of *The Saskatchewan Employment Act*.

At the outset of the Hearing Mr. Mann had a number of questions about the Hearing procedure. I explained it was similar to a Trial, with both parties presenting sworn evidence and cross-examining the other party. Mr. Mann inquired about the process to call reluctant witnesses and I told him I could issue a subpoena which he could serve on an individual. Mr. Mann asked further questions on how to present his case, and I suggested that he or his company could consult a lawyer, if required; Mr. Mann said he had finalized arrangements with a lawyer the previous evening. I asked if we were ready to proceed with the Hearing and he said yes, but that he might ask for an adjournment to call other witnesses, depending on what Ms. Mason had to say.

III. EVIDENCE

Mr. Mann was the first to present evidence.

James Mann is the CEO of FNA. As Mr. Mann describes it, the company is a Member Services organization, devoted to increasing profitability for its member farmers. It uses a number of strategies to achieve this, including but not limited to: bulk buying of products such as fertilizer; strengthened negotiating power; acquiring information systems for farmers; sourcing new suppliers; arranging for cost-effective delivery of products; finding markets; and, lobbying government. The company was incorporated in 2006 but Mr. Mann has been building the business since 1996. Mr. Mann described it as very successful. The company currently has approximately twenty employees. There are also several related companies that support FNA, including AgraCity Crop & Nutrition Ltd. (AgraCity) of which Mr. Mann is an officer and director.

Nicole Mason was hired by the company on July 24th, 2017 as Mr. Mann's Executive Assistant. The position was initially a temporary one – she was replacing an employee on leave - but as of October 6, 2017 she was offered the full-time position permanently. A formal offer of employment, outlining the position and its responsibilities was provided to and signed by Ms. Mason (Employer Exhibit #1). Her wide range of duties consisted of providing administrative and

organizational support to members of the senior management team at FNA. She reported to Mr. Mann and several other managers. Mr. Mann did not do the initial interview with Ms. Mason, but was happy to hire her given her background as a legal assistant.

Mr. Mann emphasized that confidentiality is essential to his business. Employees regularly deal with sensitive information concerning members, contracts, systems and business opportunities. To this end, when she began working at the company in July 2017 Mr. Mason signed a "FNA Confidentiality/Non-compete Agreement" (Employer Exhibit #2) and "FNA Code of Business Conduct & Ethics Practice" (Employer Exhibit #3). These two documents as well as the offer of employment all reiterated the need for confidentiality.

As set out in the employment agreement, Ms. Mason was to receive a salary of \$770 per week, payable semi-monthly. Her hours were Monday to Friday 9 a.m. to 5 p.m. with a one-hour lunch break. At some point prior to the end of her employment in August 2018 Ms. Mason must have been given a raise, as the parties agreed her salary at that time was equivalent to \$23.35 an hour.

Nicole Mason's last day of work at FNA was August 13, 2018. She received a hand delivered letter signed by Mr. Mason (Employee Exhibit #5) that stated:

Dear Nicole:

This will confirm that your employment with Farmers of North America has been terminated effective immediately.

Notwithstanding concerns about your employment performance, some of which have previously been raised with you, a decision has been made that you will not be terminated for cause.

Your record of employment will follow by mail.

We wish you success in your future endeavours.

Yours truly,
James Mann

In contradiction to the information contained in this letter, at the Hearing Mr. Mann testified that Ms. Mason was fired for cause. He indicated she had breached company confidentiality, was insubordinate and made "misrepresentations". As Ms. Mason has abandoned her claim for one week's pay in lieu of notice, the circumstances surrounding her dismissal are immaterial.

Concerning the pay owed to Nicole, as outlined in the Wage Assessment, for the pay period ending July 31, 2018 and the hours worked August 1 to August 13, 2018, Mr. Mann offered three reasons why he was justified in withholding these monies.

He first said that some laptop computers and cell phones went missing from FNA and he believed Ms. Mason had taken them and pawned or sold them. No specifics concerning these items, their value, or the circumstances under which they went missing were provided. Mr. Mann

acknowledged that even if he could prove theft, by law he could not offset these alleged amounts against what was owed Ms. Mason by FNA.

He then claimed Nicole had reported hours worked when she in fact did not work.

He finally testified that he believed Nicole had already had been compensated in an amount which exceeded what FNA owed to her.

To elaborate on these arguments, Mr. Mann went on to say that while working for FNA Ms. Mason conspired with his brother, Jason Mann, gave confidential information to Jason, was working for Jason or AgraCity when she should have been working for FNA, and she was in a personal relationship with Jason.

Mr. Mann revealed he is embroiled in a bitter legal dispute with Jason. The brothers are each 50% shareholders of the related company AgraCity, but Jason is the CEO and has evidently seized control of it. The company sells agricultural products such as fertilizer. AgraCity has traditionally been the source of much of the income for FNA, and, according to Mr. Mann, is supposed to transfer money on a monthly basis to FNA.

When asked at the Hearing to clarify the nature of the legal proceedings, Mr. Mann mentioned an application by Jason to confirm his position as CEO of AgraCity, another application for an injunction to protect FNA and its members, a lawsuit and a counter claim.... in short a complex situation. Mr. Mann claimed that all the legal documents were sealed and so he was unable to provide them at the Hearing. He also testified he currently had three different lawyers working on different aspects of the case.

When the Employment Standards Officer asked Mr. Mann what information he had in support of his allegations against Ms. Mason, Mr. Mann said he had received a phone call from Ms. Mason's ex-boyfriend. Mr. Mann only knew the first name of the caller, "Craig", but said he has Craig's cell phone number. Mr. Mann said Craig volunteered the information that Nicole was having an affair with Jason Mann, she had stolen items from work and tried to pawn them, and that while supposedly working from home while recovering from surgery, she did not actually work for FNA. Mr. Mann has never met Craig and had not contacted him to testify at the Hearing.

Based on Craig's allegations, Mr. Mann believes AgraCity or Jason Mann paid money to Ms. Mason, ostensibly in furtherance of her conspiring with Jason, and for work done for AgraCity while she was still in the employ of FNA. Mr. Mann claimed that because of the ongoing court action he has been unable to access AgraCity's financial records to find evidence of these payments. He was also unable to tell us what confidential information had been passed on to the related company, because it was ... confidential.

No other evidence was provided by Mr. Mann. When asked by the Employment Standards Officer why he had not replied to her many inquiries made prior to his appeal of the Wage Assessment as to why he was refusing to pay Ms. Mason her last two pay cheques, Mr. Mann only reiterated that he did not have a chance to verify his information because it was only available in the records of AgraCity, to which he does not have access. When asked what efforts he made to

recover this information from AgraCity, he said he had requested it, demanded it and made applications to court to obtain it. No copies of any documents were produced to support his contention.

Nicole Mason was the only other witness to give evidence at the Hearing.

Ms. Mason testified she was mystified as to why Mr. Mann and FNA refused to honour her final two pay cheques. She stated she withdrew her claim for pay instead of notice in an attempt to get Mr. Mason and FNA to pay what was owed to her. She said that until she made her complaint to Employment Standards, no one at FNA, Mr. Mann included, ever suggested she would not be paid.

Indeed, the failure to pay Ms. Mason for the pay period ending July 31 appeared to be a fallout of the scrimmaging between Mr. Mann and his brother rather than a deliberate action by FNA or Mr. Mann.

Nicole usually received her pay cheques via direct deposit in her bank account by FNA. Her pay cheque for the period July 16-31, 2018 was due August 10. On August 9, 2018 she received an email from April Arseneault – an employee of AgraCity who usually did the payroll for FNA. Nicole's pay stub was attached to the email (Employee Exhibit #1). It showed that income of \$1,770.84 less deductions of \$290.04, for a total of \$1,480.80 was to be deposited in Ms. Mason's account on August 10. However, the money was not deposited. In response to her inquiries, Ms. Mason received an email dated Friday August 10, 2018, which appears to have been forwarded to all FNA employees (Employee Exhibit #2). It stated:

Dear FNA Team,

We have been working diligently to solve FNA payroll payments since Jason has reneged on transferring funds owed to FNA from AgraCity. Please be patient while we work on a solution. My deepest apologies for any hardship this will cause you.

As always please feel free to call me at any time with any questions or concerns.

All the best,
James Mann

Ms. Mason asked Mr. Mann about the problems with the direct deposit and he blamed it on AgraCity, saying that he was talking to his lawyers to get it resolved. He made no allegations to her at this time about stealing or falsely reporting hours.

At the Hearing, Mr. Mann confirmed no employees were paid August 10 because funds from AgraCity were not transferred to FNA.

On Monday August 13 Ms. Mason was given the letter referred to above (Employee Exhibit #5) which terminated her employment with FNA. She testified that Mr. Mann told her she would get paid the money owing as well as severance. She left work at 2 p.m. A copy of her electronic timesheet was produced as Employee Exhibit #3 showing she worked 63 hours in this pay period before her termination.

In her evidence, Ms. Mason categorically denied: colluding with Jason Mann; providing Jason Mann with confidential information; receiving any money or any other type of compensation from AgraCity or Jason Mann personally; or, stealing laptops, or cell phones or any other equipment from FNA.

Mr. Mann asked Ms. Mason why her boyfriend Craig would call Mr. Mann and make these accusations, including theft of FNA property. Nicole replied they were no longer a couple by July of 2018, she has charged him with domestic abuse and has a restraining order against him to protect herself and her three children. "That's the kind of person who would say things like that," she testified.

Concerning Mr. Mann's assertions she had not worked the hours for the July 16-31st pay period (the August 10 pay cheque), Ms. Mason confirmed that the full-time hours presented in her electronic time card were accurate. She said she took medical leave from July 25 to July 27 for a surgery and was on doctor-prescribed bed rest from July 30 to August 8. However, with prior approval from Mr. Mann, she did her job from home, working her regular hours. She testified her work included replying to emails, skyping online when needed, handling membership leads from sales reps from AgraCity and FNA, preparing legal documentation for Mr. Mann, filing daily reports with him, and calculating commissions. "A lot," she said.

Mr. Mann asked Ms. Mason if she had worked for anyone else while she worked from home. "No," replied Ms. Mason.

She submitted her time-sheet electronically as usual and no one questioned her reported hours.

Mr. Mann seemed not to understand the terms of Ms. Mason's employment. At the Hearing he asked her why she only worked 9 a.m. to 5 p.m. when no other employee did so. She replied that was always the arrangement, and noted it was in her employment agreement. Mr. Mann denied ever agreeing to this. Mr. Mann also claimed the time records could not be relied on because they were not signed electronically by a supervisor. Ms. Mason pointed out that part of her job was to review employee time sheets to see if they were correct and then forward them on to a supervisor to co-sign. These time records, including hers, would be on the FNA computers. The time sheet ending August 13 was not digitally signed by her supervisor because the supervisor was away on the day of the termination, and time records were not due until August 15th.

As she had not received her Record of Employment within the required five days, on August 30 Ms. Mason emailed Mr. Mann, two other managers at FNA, Bob Friesen and Sherry Dyck, and the person at AgraCity responsible for doing the payroll for FNA, April Arseneault, requesting the document. It was emailed back to her later that day (Employee Exhibit #4) with the following note under "Comments":

As of to date Nicole has not been issued the funds for Pay Period 01 (\$1555.93) & Pay Period 02 (\$1770.84). For further information please contact James Mann.

Although contacted by the Employment Standards Officer by email on August 30 and September 13, no further information was forthcoming from Mr. Mann concerning his refusal to pay Ms. Mason.

IV. ADJOURNMENT

The initial Hearing was held December 24 in Saskatoon as Mr. Mann said he was unavailable for an earlier date. During the Hearing Mr. Mann claimed that evidence of Ms. Mason's dishonest conduct and proof that she had already been paid (by Agra-City) would be forthcoming if only he could get access to AgraCity's records, and track down Ms. Mason's former boyfriend. He asked for an adjournment to obtain this information.

Mr. Mann was not represented by a lawyer at the Hearing, but he referred several times to the many lawyers he had consulted about the ongoing legal problems with his brother, said he had three different lawyers currently working for him and had even spoken to one the evening prior to the Hearing. He did not say he was going to retain one to represent him for the purposes of the Hearing.

Mr. Mann did not detail any efforts he had made to acquire information over the four months since Ms. Mason's termination and her complaint to Employment Standards, or since his appeal was filed in October, only vaguely referring to the impossibility of getting anything because of the lawsuit with his brother.

He also hinted he wanted to subpoena Ms. Mason's bank records; I indicated I was unlikely to grant this request, however, Ms. Mason offered to bring them. Mr. Mann quickly backtracked, saying that she could have been paid in cash or some other form of compensation.

In the interest of fairness I agreed to Mr. Mann's request for an adjournment and agreed to issue subpoenas for Jason Mann and Craig Harper (Ms. Mason provided her ex's last name). I suggested the date of January 24, 2019, which both parties accepted. I emphasized that this Hearing was not to be used as a fishing expedition for Mr. Mann to search for information relevant to his legal issues with his brother. I also emphasized that no further adjournments would be granted. Mr. Mann stated he would be happy with an even earlier date. With the agreement of both parties the matter was adjourned and I issued an Order dated December 27, 2019 which stated as follows:

At the request of the Appellants, I hereby adjourn the Hearing commenced December 24, 2018 to:

Thursday, January 24th at 10:00 a.m.
Room 9.3, 122 3rd Avenue North (Sturdy Stone Centre), Saskatoon

for the following purposes only:

- for the Appellants to obtain documentary evidence relating to any payments or other compensation from AgraCity Crop & Nutrition Ltd. to Nicole Mason,

- for the Appellants to subpoena Jason Mann to provide testimony by telephone or in person relating to any payments or other compensation from AgraCity Crop & Nutrition Ltd. and/or Jason Mann to Nicole Mason, and
- for the Appellants to subpoena Craig Harper to provide testimony **by telephone only** relating to any payments or other compensation from AgraCity Crop & Nutrition Ltd. and/or Jason Mann to Nicole Mason, and information relating to hours worked by Nicole Mason from July 15 to August 15, 2018.

In the cover email for the Order I asked Mr. Mann to email me the address to which he would like me to send his subpoenas. Receiving no reply, I mailed the subpoenas (issued December 27, 2018) on January 2, 2019 to the address of FNA as found in the corporate search, the correspondence from the Ministry of Labour Relations and Workplace Safety concerning the Wage Assessment Appeal, and the address on Mr. Mann's appeal of the Wage Assessment: 320 – 22nd St East, Saskatoon. I sent another email to Mr. Mann on January 2, 2019 advising him that the subpoenas had been mailed to that address.

By return email that day Mr. Mann asked if he, the Labour Board or the Adjudicator served the subpoenas. I replied back by email that he must arrange for service and complete Affidavits of Service.

On Monday January 21 I received an email from Tom Stepper identifying himself as "CLO, Farmers of North America". Mr. Stepper stated he had been "recently retained and instructed to serve certain subpoenas, as well as obtain certain documentary evidence, and given the fact I am scheduled to appear in a cross examination in Calgary on that day, I respectfully request an adjournment if the 23rd date." [sic]

By email reply, I refused, referencing the clear directive at the end of the Hearing that there would be no further adjournments. Mr. Stepper emailed back, again requesting an adjournment, stating he could even be available on the Friday (Jan. 25). I refused. No further communication was received from Mr. Mann or anyone on his behalf. Mr. Stepper did not say that Mr. Mann would not be at the January 24 Hearing.

The Hearing commenced on Thursday January 24 at 10:00 a.m. Ms. Mason was present with her legal representative, Daniel Katzman, who is assisting her with the proceedings involving her abusive ex-boyfriend. Mr. Mann was not present. Irene Phan, the Employment Standards Officer, stated she had not heard from Mr. Mann since the initial Hearing and had never been contacted by anyone on his behalf asking for an adjournment.

We tried phoning Mr. Mann's cell-phone; a voice-mail said it did not accept messages. We phoned the FNA office but were told Mr. Mann was out of town. At that moment, at 10:10, a gentleman entered, identified himself as Bill Martin and said he was appearing for James Mann. He apologized for being late, but said he just received a call from Mr. Mann that morning as Mr. Mann was boarding a plane for Toronto. Mr. Martin said he is not an employee of FNA, although he was at one time, and is now providing general consulting work to Mr. Mann vis-à-vis the lawsuit with his brother. He has no personal knowledge of the subject matter of this Hearing. He said Mr. Mann was attending legal proceedings in Toronto and was asking for an adjournment. This was the first time we had any indication Mr. Mann would not be attending the Hearing.

Mr. Martin said he thought a payment had already been made to Ms. Mason. When this was refuted by Ms. Phan and Ms. Mason, Mr. Martin called Tom Stepper in Calgary for clarification. All the attendees listed to the conversation with Mr. Stepper on speakerphone. It was evident Mr. Stepper was not familiar with the type of Hearing that was underway. I told him it was an appeal under *The Saskatchewan Employment Act* of a Wage Assessment against FNA for money owing to Nicole Mason. Ms. Phan clarified that a payment had been made to the Court of Queen's Bench in another matter involving Mr. Mann; that was the source of Mr. Stepper's confusion. Mr. Stepper offered nothing further.

Mr. Martin provided me with an unsworn affidavit from Mr. Mann which I marked as Employer Exhibit #4. In it Mr. Mann states that he had to be in Toronto for legal proceedings beginning January 28, and his counsel needed him there Jan 23, 24 and 25 for preparation (but he only left on January 24th?). He attaches one page only of an order from the lawsuit involving his brother which supposedly gave Mr. Mann access to AgraCity's accounting records on October 25, 2018.

In reply Irene Phan the Employment Standards Officer filed an email to her from Jason Mann dated January 23rd (Employee Exhibit #7) in which he stated that at no time had Ms. Mason been employed by, or paid by AgraCity or himself for employment. He added that Mr. James Mann has full access to the AgraCity financial and accounting records for the relevant time periods.

The information in these two documents is unverified hearsay and adds nothing to the evidence provided at the initial Hearing. The adjournment was granted so Mr. Mann could obtain information via subpoena. It appears he made no attempt whatsoever to serve the documents or search out additional evidence. Or perhaps he did look and could not find any. In any case, he showed a complete disregard for the Hearing process, not to mention the time of Ms. Mason, her counsel, and the two Employment Standards officers present.

Both parties are entitled to a speedy resolution of this issue. Ms. Mason has been waiting over five months for a decision and it would be unfair to her to grant yet another adjournment for an undetermined length of time so that Mr. Mann can obtain undetermined evidence. The request for an additional adjournment is denied.

V. ANALYSIS

Nicole Mason testified she performed her work for FNA for the pay period ending July 31, 2018 and worked her regular hours from August 1 to her termination on August 13, 2018. She categorically denied receiving compensation from AgraCity or Jason Mann, and asserted she never stole computer equipment from her employer.

I found Ms. Mason a credible witness. She did not attempt to hide her disregard for her former employer, but answered all questions posed by Mr. Mann and myself. Her description of the work she performed was thorough and competent.

I found not one iota of evidence to suggest Ms. Mason did not do her work and should therefore not be paid.

I did not find Mr. Mann's testimony plausible. He refuses to pay Ms. Mason for her last month of work essentially based on hearsay from a person he has never met and who was not involved at all with the company – Ms. Mason's ex-boyfriend. Information, moreover, that he never shared with Ms. Mason or the Employment Standards Officer until the Hearing – five months after he allegedly received it. Ms. Mason testified she had broken up with this man by July of 2018, and he is subject to a restraining order to protect her; he would have no knowledge of her actions at that time. He does have motive for a grudge.

None of the twenty-odd other employees of FNA were called to support any of Mr. Mann's allegations against his former employee. Mr. Mann himself did not have details about what work Nicole supposedly did not do, or what items she supposedly stole, or what confidential information she supposedly took. He had no evidence that Ms. Mason had ever met with Jason to pass on this information, or what arrangements for payment were allegedly made. He had only his own implausible opinion that somewhere in AgraCity's accounting records there would be record of a payment to Nicole.

Mr. Mann is an experienced businessperson, and has been building his company since the late 1990s. He manages a large staff and has dealt with farmers, suppliers, governments, sub-contractors and all manner of people and issues throughout his career. I found his claim that somewhere out there was evidence to support his case against Ms. Mason to be disingenuous.

I note that Ms. Mason was not paid on August 10th not because of any deliberate action by Mr. Mann, but because no one received their pay cheque that date. There were not sufficient funds in the account to pay anyone as a result of the legal wrangling between FNA and AgraCity. Mr. Mann at no time ever told Ms. Mason he was withholding her pay cheques. No reference to any allegations was made in the August 13 termination letter, either, or in any conversations between Mr. Mann and Ms. Mason before she was terminated.

Mr. Mann is clearly in a troubling family and legal situation with his brother/business partner and has unfairly cast that cloud over Ms. Mason as well. She should not have to wait for her lawfully earned compensation while Mr. Mann sorts out matters that do not concern her.

VI. CONCLUSION

I dismiss the appeal of FNA and James Mann and order them to pay to the Employee the amount of **\$3,277.36**

Dated at North Battleford, Saskatchewan: January 31, 2019.

Original signed by
Karen C. Ulmer
Adjudicator

The Parties are hereby notified of their right to appeal this decision pursuant to Sections 4-8, 4-9 and 4-10 of *The Saskatchewan Employment Act* (the "Act").

The information below has been modified and is applicable only to Part II and Part IV of the Act. To view the entire sections of the legislation, the Act can be accessed at www.saskatchewan.ca.

Right to appeal adjudicator's decision to board

4-8(1) An employer, employee or corporate director who is directly affected by a decision of an adjudicator on an appeal or hearing pursuant to Part II may appeal the decision to the board on a question of law.

(3) A person who intends to appeal pursuant to this section shall:

(a) file a notice of appeal with the board within 15 business days after the date of service of the decision of the adjudicator; and

(b) serve the notice of appeal on all persons mentioned in clause 4-4(1)(b) who received the notice setting the appeal or hearing.

(4) The record of an appeal is to consist of the following:

(a) in the case of an appeal pursuant to Part II, the wage assessment or the notice of hearing;

(c) the notice of appeal filed with the director of employment standards pursuant to Part II;

(d) any exhibits filed before the adjudicator;

(e) the written decision of the adjudicator;

(f) the notice of appeal to the board;

(g) any other material that the board may require to properly consider the appeal.

(5) The commencement of an appeal pursuant to this section does not stay the effect of the decision or order being appealed unless the board orders otherwise.

(6) The board may:

(a) affirm, amend or cancel the decision or order of the adjudicator; or

(b) remit the matter back to the adjudicator for amendment of the adjudicator's decision or order with any directions that the board

Appeal to Court of Appeal

4-9(1) With leave of a judge of the Court of Appeal, an appeal may be made to the Court of Appeal from a decision of the board pursuant to section 4-8 on a question of law.

(2) A person, including the director of employment standards, intending to make an appeal to the Court of Appeal shall apply for leave to appeal within 15 business days after the date of service of the decision of the board.

(3) Unless a judge of the Court of Appeal orders otherwise, an appeal to the Court of Appeal does not stay the effect of the decision being appealed.

Right of director to appeal

4-10 The director of employment standards has the right:

(a) to appear and make representations on:

(i) any appeal or hearing heard by an adjudicator; and

(ii) any appeal of an adjudicator's decision before the board or the Court of Appeal; and

(b) to appeal any decision of an adjudicator or the board.