

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

Monty Deering



COMPLAINANT/EMPLOYEE

-AND-

Premier Safety Services Ltd., Lance Turner and Jack Truscott, Directors

APPELLANT/EMPLOYER

DATES OF HEARING: October 31 and November 6, 2023

PLACE OF HEARING: Regina, SK

LRB FILE: No. 087-23  
WAGE ASSESSMENT: No. 1-000672

## **INTRODUCTION**

This matter was heard before me on October 31 and November 6, 2023.

I am satisfied there has been compliance with subsections 2-74(6), 2-75(2) and 2-75(3) of *The Employment Standards Act* (the 'Act'). Therefore, I have determined that I do have jurisdiction to hear this matter.

Randy Armitage, Employment Standards Officer and Matt Brown, Observing represented the Department of Employment Standards.

Complainant/Employee, Monty Deering, attended in person and represented himself.

Lance Turner, Director and Crystal Gurlick, represented the the Appellant/Employer and the Directors of the company.

The Wage Assessment was prepared pursuant to the Saskatchewan Employment Act s.s.2014 c.s-15.1, herein after referred to as "The Act" is for \$7,329.44.

The hearing was set to commence at 10:00 A.M. on October 31, 2023; however, Mr. Turner had vehicle problems and did not arrive until 11:10 A.M..

## **I. PRELIMINARY MATTER**

Mr. Armitage reviewed the service documentation and proof of service on the employer and directors. Such documents were filed as ESO Exhibit "1".

Mr. Armitage advised that he had recently received new information from the employer which, resulted in an amendment to the Wage Assessment, to \$4,913.64. Such amount was broken down as follows:

- |                                  |                    |
|----------------------------------|--------------------|
| • Pay in lieu of notice          | \$ 2,000.00        |
| • Vacation pay in lieu of notice | \$ 115.38          |
| • Unpaid vacation for 2022       | <u>\$ 2,798.64</u> |
| Total                            | \$ 4,913.64        |

## **II. EMPLOYER EVIDENCE**

Mr. Turner was sworn and gave the following evidence:

The employee started his employment with the employer on March 6, 2021 and his end date of employment was November 11, 2022.

Vacation pay for 2021 had been paid to Mr. Deering in a lump sum, sometime in early 2022.

Vacation pay for 2022 was paid to Mr. Deering on his last cheque on November 11, 2022.

Mr. Turner agreed that the amount of vacation pay for 2022 was \$2,798.26.

With respect to the amount for pay in lieu of notice of layoff/termination of the employee, Mr. Turner stated that he was unaware that the employer was obligated to make such payments.

Mr. Turner, now being aware, of the employer's obligation, agreed that he had not made the payment of pay in lieu of notice and agreed that the amount owed to Mr. Deering would be \$2,000.00, plus the vacation pay of \$115.36. Mr. Turner agreed these amounts were due and owing to Mr. Deering by the employer and that he would make such a payment.

Mr. Turner said that he had paid Mr. Deering 2022 vacation pay by way of cheque to the employee along with his record of employment by way of Canada Post.

Mr. Turner did not have his documents with him to show such a payment.

### **III. EVIDENCE OF THE EMPLOYEE**

The employee, Monty Deering was sworn and gave evidence that he had not received vacation pay for 2022.

He had received vacation pay for 2021 in early 2022. He had received his ROE (Record of Employment), in 2023, but not his vacation pay for 2022.

At the end of the evidence, Mr. Turner requested an adjournment until November 6<sup>th</sup>, 2023, to permit him time to review his documents and contact his financial institution to obtain any records and cancelled cheques he would require.

He stated that if the employer had not made the payment he would then pay the same to the employee.

The hearing was adjourned until November 6<sup>th</sup>.

On November 6<sup>th</sup> communication was received from Mr. Turner advising that the employer had not made any payment for vacation pay for 2022 to Mr. Deering and would do so in due course.

#### **IV. ANALYSIS/DECISION**

The evidence and documentation confirm that the employer, Premier Safety Services Ltd. owes the employee Monty Deering the amount set out in the Amended Wage Assessment of \$4,913.64.

#### **V. CONCLUSION**

The Wage Assessment is varied to the sum of \$4,913.64.

Dated at Moose Jaw, in the Province of Saskatchewan, this 17<sup>th</sup>, of November 2023.



**Clifford B. Wheatley**  
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 <http://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.