

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



Mitch Hill and Shane Druck

COMPLAINANTS/EMPLOYEES

-AND-

Platinum Truck Center Inc. and Ryan Scott Grant, Director

APPELLANT/EMPLOYER

DATE OF HEARING: May 1, 2025

PLACE OF HEARING: Regina, Saskatchewan

LRB FILE: No. 016-25

WAGE ASSESSMENT: No. 1-000913

## **INTRODUCTION**

This matter was heard on May 1, 2025, in Regina, Saskatchewan.

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.

Deanna Brown, Employment Standards Officer ('ESO') and Allysa Finn, Employment Standards Officer ('ESO'), represented The Department of Employment Standards.

Ryan Grant, Director, represented the Corporation and himself as Director.

Mitch Hill, former Employee of Platinum Truck Center Inc., attended and gave evidence on his behalf.

Erica Hill, wife of employee, Mitch Hill was in attendance.

Shane Druck, former Employee of Platinum Truck Center Inc., attended and gave evidence on his behalf.

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 \$12,968.21.

## **I. PRELIMINARY MATTERS**

No preliminary matters were raised by the parties.

## **II. AGREED FACTS**

The parties agreed as follows:

1. Mr. Druck and Mr. Hill were employees of Platinum Truck Center Inc.
2. Mr. Druck began his employment with Platinum Truck Center Inc. on November 16, 2017.
3. Mr. Druck worked as a mechanic and welder, earning \$44.75 per hour.
4. Mr. Druck's last day worked was September 30, 2014.

5. Mr. Hill began his employment with Platinum Truck Center Inc. on January 1, 2020.
6. Mr. Hill worked as a welder, earning \$35.00 per hour.
7. Mr. Hill's last day of work was September 30, 2024.

### **III. EVIDENCE OF THE EMPLOYER**

Ryan Grant was sworn and gave evidence as follows:

The Employer operated a repair shop for trucks and related equipment in Weyburn, Saskatchewan and employed some six or seven employees.

In 2018 Mr. Grant brought out his partner in the company and became the sole owner.

During the first week of September 2024, he decided to close the business due to personal health reasons.

On September 16, 2024, Mr. Grant gave his employees termination letters as set out under tab 6 ESO Exhibit "1". This

letter stated that the business would be closing on September 30, 2024, due to shortage of work.

These letters were signed by the employer and subsequently signed by the individual employees. The letters were handed to the employees by another employee at the business. Shane Druck received his letter on September 18, 2024. Mitch Hill was on vacation and received his letter on a later date.

Sometime later in the month Mr. Grant decided he had enough work to keep Mr. Druck and Mr. Hill until the end of October.

To this end, the employer approached Mr. Druck and Mr. Hill, to see if they would work for the month of October. He offered to pay them cash for their labour and, as well, they could apply for and receive Employment Insurance for that period of time.

Mr. Grant said that Mr. Druck said that he was going to stay on, then a few days later, changed his mind and told Mr. Grant that he would be leaving on September 30, 2024.

Mr. Hill had agreed to stay on but then on September 30, 2024, also told Mr. Grant that he was not staying on either.

In cross examination, Mr. Grant agreed that Mr. Hill did not receive his letter of termination until September 27, 2024, when he returned from vacation. Mr. Druck received his notice on September 18, 2024.

This notice for both employees to stay on for the month of October was verbal.

#### **IV. EVIDENCE OF EMPLOYEES**

Mitch Hill was sworn and gave the following evidence:

Mr. Hill first learned of the business shutting down on September 23, 2024, which was his first day back to work after taking holidays.

He received his letter of termination on September 27, 2024, and was advised as to the oral offer of an extension to the end

of October sometime between September 23 and September 27, 2024.

Mr. Hill was concerned about being paid cash by the employer and whether or not he would be covered by Worker's Compensation, as the offer from the employer was for himself and Shane Druck to be paid by cash and collect Employment Insurance for the month of October. Consequently he decided not to take the extension.

Mr. Hill noted on his Record of Employment that the reason for being dismissed from the job was a shortage of work and it was the end of his contract.

Shane Druck was sworn and gave the following evidence: Mr. Druck worked as a mechanic for Platinum Truck Center Inc. in Weyburn.

On September 18, 2024, he was given notice that the business was closing on September 30, 2024.

On September 26, 2024, he received a termination letter from his employer along with his Record of Employment.

He was verbally offered work until the end of October 2024 by Mr. Grant.

Mr. Grant's proposal was that, he collect Employment Insurance and in addition, the Employer would pay him cash. Mr. Druck declined this offer.

## **V. ANALYSIS/DECISION**

The Employer has the onus of providing notice of termination of employment, which is specific, unequivocal, and clearly communicated to the employee. SEE *Kerfoot v. Weyerhaeuser Company Ltd.*, 2013 BCCA 330.

Section 2-60 of The Act provides the length of notice that an employee is entitled to receive when terminated.



The employer did not know when the letters of termination were served to the employees as the service was completed by another employee. I prefer the evidence to service dates as stated by the employees. I find that Mr. Hill was served on September 27, 2024, and Mr. Druck was served on September 18, 2024.

If this notice period was not complied with by the employer when terminating the employees, in accordance with the legislation, the employer must compensate the employees for the differential in the actual notice period to the employee and that period as set out in The Act.

The employer argues that he offered to extend the notice period from September 30 to October 31, 2024, by offering the arrangement to have the employees collect employment insurance and also pay them cash for the hours they worked. Resultantly, the employer says this time period should be counted and deducted as part of the notice period.

Mr. Grant did not offer any particulars as to the hours to be worked or the rate of pay in his discussions with the employees.

The employee working through the notice period should not have any significant change in the terms of employment or the notice is invalid.

SEE Bardal v. Globe and Mail (1960) Ontario.

In addition, Mr. Grant's offer of continuing employment for the employees is illegal, as it would require the employees to defraud the Federal Government through the Employment Insurance and Revenue Canada Departments.

The Employment Insurance commission would be defrauded by claiming the employees were not working and be paid employment insurance accordingly. Revenue Canada would be defrauded by not receiving all of the income tax that would otherwise be payable.

The employees rightfully declined to take part in an illegal conspiracy to defraud the Federal Government, by refusing to accept the employer's offer of extension of the notice period.

In addition to the fraudulent nature of the extension offer, this offer would not satisfy the requirements as an extension of employment of the notice period as it was not a clear or equitable offer as to the rate of pay and hours to be worked. SEE Meyer v. Thyssen (1983), 25 SASK R. 91 (SASK.C.A.).

## **VI. CONCLUSION**

The Appeal is dismissed and the Wage Assessment stands in the amount of \$12,968.21. Broken down as follows:

Mitch Hill               \$ 3,988.83

Shane Druck           \$ 8,979.38

Dated at Moose Jaw, in the Province of Saskatchewan,  
this 9<sup>th</sup>, of May 2025.



---

**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.