

LRB File No. 098-25



IN THE MATTER OF AN ADJUDICATION  
PUSUANT TO SECTION 2-75 OF  
*THE SASKATCHEWAN EMPLOYMENT ACT*

BETWEEN

Maxim Transportation Services Inc. o/a Maxim Truck and Trailer and Douglas Lyall  
Harvey, being a director of Maxim Transportation Services Inc., o/a Maxim Truck  
and Trailer (Appellants)

and

Terrence Stribbell (Respondent)

and

Director of Employment Standards

Date of Hearing: October 31, 2025

Date of Decision: November 12, 2025

1. I was appointed to adjudicate LRB file number 098-25 by the Registrar of the Labour Relations Board on October 10, 2025. LRB file number 098-25 relates to an appeal of Wage Assessment # 1-000952 (the 'Wage Assessment').
2. Kim Relitz represented the Director. Lisa Parent represented the appellants and Terrence Stribbell was self-represented.
3. On October 22, 2025 the Director's representative made a preliminary objection alleging I do not have jurisdiction to hear this matter. The director alleges the appeal was not commenced within the statutory limitation period prescribed by subsection 2-75 of *The Saskatchewan Employment Act* (the 'SEA').
4. On October 31, 2025 I received Ms. Parent's written materials with respect to the director's preliminary objection. I gave the parties until November 5, 2025 to request a hearing. I told the parties that if no party requested a hearing via Zoom by that date, I would make my decision based upon their written materials. No party requested a meeting via Zoom by the stated date.
5. The facts, at least with respect to this preliminary objection, are not really in dispute. The appellant admits that a true copy of Wage Assessment was served on Maxim Transportation Services Inc. o/a Maxim Truck and Trailer and Douglas Lyall Harvey, being a director of Maxim Transportation Services Inc., o/a Maxim Truck and Trailer (collectively the 'employer') on April 17, 2025. The Wage Assessment ordered the employer to pay Terrence Stribbell the sum of \$20,745.93, or appeal pursuant to section 2-75 of the SEA.
6. In her written materials, Ms. Parent says:

*Maxim denies that the \$500.00 deposit was received after the 15-day deadline as proscribed by the Act.*

*Maxim via fax submitted the required Notice of Appeal within the required deadline, that being Friday, May 9, 2025. On the same day, Maxim advised the Director that it had couriered to the Director its cheque in the amount of \$500, and provided a photo of the cheque. The Maxim advised the Director that the delivery would be received the following business day, that being Monday, May 12, 2025.*

*At no time did the Director or anyone from their office advise that the Director would take the position that the actions of Maxim would constitute a substantive breach of the Act and thereby disentitling Maxim to pursue its appeal. Had the Director done so, Maxim would have taken steps to have the required funds deposited electronically and/or paid by an agent located in Saskatchewan. Further, the cheque in question was received by the Director on May 12, 2025 and deposited by the Director.*

*As a result of the above, Maxim submits that the Director accepted the fax sent by Maxim on May 9, 2025 as being compliant with the Act, and accordingly, deposited the cheque provided by the Employer.*

*Maxim submits that you have the jurisdiction to hear the appeal of Maxim, on the grounds set out by Maxim in its Notice of Appeal sent May 9, 2025.*

*Maxim denies that the \$500.00 deposit was received after the 15-day deadline as proscribed by the Act.*

7. Both parties agree that the employer's letter of appeal was filed with the Ministry on May 9, 2025 which is before the expiry of the business-day time limit prescribed by section 2-75 of the SEA.

8. The employer states that it advised the director on Friday May 9, 2025 that the required \$500 cheque had been couriered to the ministry. The employer included a photo of the cheque. The cheque arrived the following business-day which was Monday, May 12. This is confirmed by the Ministry's receipt for the cheque. This receipt, a copy of the cheque and a 'Payment Log Sheet' were filed and I have marked them as Exhibit 1.

9. May 12 was after the time limit for filing the appeal permitted in the SEA. The employer submits that it perfected its appeal within the time allowed by the SEA. It did this by providing the director with a letter of appeal, a picture of the cheque and by sending the cheque by courier to the director before the expiration of the allotted time limit.

10. I was provided with two electronic documents, which I have marked for identification. I have marked a copy of a receipt, a copy of a fax cover sheet from Maxim Truck and Trailer dated May 9, 2025, a letter of appeal from Maxim Truck and Trailer dated May 9, 2025 and copy of a cheque from Maxim Truck and Trailer

dated May 9, 2025 as Exhibit 1. I have marked a copy of a receipt dated May 12, 2025, a receipt issued to Maxim Truck and Trailer for a cheque dated May 9, 2025, a copy of a cheque from Maxim Truck and Trailer dated May 9, 2025 (this is the same cheque as in Exhibit 1) , and a copy of a 'Payment Log Sheet' dated May 12, 2025 indicating a cheque from Maxim Truck and Trailer dated May 9, 2025 was received by the Employment Standards Branch as Exhibit 2.

11. The employer's argument is inherently attractive. The employer clearly intended to appeal the Wage Assessment and took steps to advise the director that the required cheque was on its way. It even included a picture of the cheque. In these circumstances it appears that no one was put to any disadvantage or inconvenience by the courier delivering the cheque the next business-day after the appeal period ended. If there were no established law on this point, I would be tempted to try and find a way to have this appeal proceed. However, there is established law on this very point, and it does not favour the employer.

Subsections 2-75 )4) and (5) of the SEA state [emphasis added]:

*(4) If the appellant is an employer or a corporate director, the employer or corporate director shall, as a condition of being eligible to appeal the wage assessment, deposit with the director of employment standards the amount set out in the wage assessment or any other prescribed amount.*

*(5) The amount mentioned in subsection (4) must be deposited before the expiry of the period during which an appeal may be commenced.*

12. The SEA is clear that the funds must be deposited with the director prior to the expiry of the appeal period. This cheque did not reach the director until after the appeal period. It is therefore impossible for me to find the funds to have been deposited prior to the appeal period.

13. It is likewise impossible for me to extend the appeal period. Neither the director nor an adjudicator has the jurisdiction to do so. In *Amroth Builders Ltd (Re)*, [2025] SLRBD No 37, 2025 SKLRB 38 at para 13, the LRB held [emphasis added]:

*On the question of law as to how to interpret the timeline to appeal, the Adjudicator was correct. Rights of appeal are statutory and as a statutory right may be expressly limited by statute, Beer v Saskatchewan (Highways and*

*Infrastructure), 2016 SKCA 24. If a statute does not provide an authority or discretion to extend time, there is no authority to do so...*

See also: *Maxie's Excavating (Re)*, [2018] SLRBD No 5, 2018 CanLII 8567; *Great Western Brewing Co (Re)*, [2021] SLRBD No 36.

14. The facts therefore establish that the required funds were not deposited with the director within the required time limit. The law establishes that as an adjudicator I have no jurisdiction to change the time limit or to hear this appeal.

15. As I do not have the jurisdiction to hear this appeal, the appeal is dismissed.

Dated at the City of Saskatoon, in the Province of Saskatchewan this 12<sup>th</sup> day of November, 2025.



Doug Surtees  
Adjudicator

The Parties are 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 viewed at [www.saskatchewan.ca](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.

(2) A person who is directly affected by a decision of an Adjudicator on an appeal pursuant to Part III 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 or hearing pursuant to Part II, the wage assessment or the notice of hearing;
- (b) in the case of an appeal pursuant to Part III, any written decision of an occupational health officer or the director of occupational health and safety respecting the matter that is the subject of the appeal;
- (c) the notice of appeal filed with the director of employment standards pursuant to Part II or with the director of occupational health and safety pursuant to Part III, as the case may be;
- (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 considers appropriate.

#### **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 or the director of occupational health and safety, 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 and the director of occupational health and safety have 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.

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**EXHIBIT LIST**

Exhibit 1        A copy of a receipt, a copy of a fax cover sheet from Maxim Truck and Trailer dated May 9, 2025, a letter of appeal from Maxim Truck and Trailer dated May 9, 2025 and copy of a cheque from Maxim Truck and Trailer dated May 9, 2025.

Exhibit 2        A copy of a receipt dated May 12, 2025. The receipt is issued to Maxim Truck and Trailer for a cheque dated May 9, 2025, a copy of a cheque from Maxim Truck and Trailer dated May 9, 2025 (this is the same cheque as in Exhibit 1) , and a copy of a 'Payment Log Sheet' dated May 12, 2025 indicating a cheque from Maxim Truck and Trailer dated May 9, 2025 was received by the Employment Standards Branch.