Decision of Adjudicator in the Matter of an Adjudication pursuant to
Sections 2-75 and 4-6 of *The Saskatchewan Employment Act*
LRB File No. 120-25
Wage Assessment No. 1-000981


APPEALLANT: Operation Dirt (2006) Inc. ("Operation Dirt")
Represented by Darrell Lowry, Director and
Scott Lowry, Shareholder

RESPONDENT: Peter-John Cameron
Represented by Tanya Turgeon, Employment Standards Officer

DATE OF HEARING: November 21, 2025

PLACE OF HEARING: 3rd Floor Boardroom
1870 Albert Street, Regina, SK

i. Introduction

Wage Assessment 1-000981 directed Operation Dirt to pay Peter-John Cameron ("PJ") the amount of $2,212.88 for pay-in-lieu of notice of lay-off (Section 2(1)(l) of *The Saskatchewan Employment Act).*

The hearing was to begin at 9:30 a.m., however it was delayed until 10:15 a.m. since the Respondent had not appeared.

I determined that I would allow the hearing to proceed in PJ's absence, giving him time to catch up if he did show. He never did show up.

ii. Evidence of the Employer

Both Darrell and Scott were sworn, and they provided the following testimony:

Scott:
He worked with PJ everyday and found him to be competent. They had a good personal relationship, his daughter and PJ's visited, he and PJ went out for supper and so on.

PJ disappeared often, three times for extended periods, and a pattern developed. PJ had family issues.

Nevertheless, we treated PJ as family, often paying him full hours when there had not been enough work. In fact, in 2024, PJ made more money than he (Scott) did and after construction season finished PJ moved to part time to do snow removal.

2024 was a poor year for the company and on December 19 (PJ's last day of full-time) he told PJ that they'll do same as last year. That being he would call PJ when he was needed.

He texted PJ at Christmas, wishing him a Merry Christmas and again at New Year's but did not receive a response. PJ never told him where he was going, it was normal for PJ to not respond to texts. The company never reprimanded PJ for the unapproved absences. Meanwhile he(Scott) performed the snow removal as necessary.

In January of 2025 the company realized that it was no longer viable and that something had to be done. They held discussions with another similar company and the two ended up amalgamating under "Preferred Energy".

PJ never showed up until March 3rd or 4th and when he did, he didn't know it was a new company.

When PJ showed up, he told me that he had attempted suicide during the time he was away. PJ had taken a bottle of pills and woke up 3 or 4 days later.

He told PJ that Operation Dirt no longer existed, but he (Scott) would give him a reference for the new company.

PJ never accepted the reference, and he never saw PJ after that day.

We never treated PJ poorly. December 19, 2024, was the last time he (Scott) spoke to PJ and PJ told him that he (PJ) would see him in January.

Darrell:
In 2023 the company paid PJ full time hours through Christmas.

PJ has a habit of disappearing, and he was never available for weekend work.

PJ had family issues, and the company tolerated his absences. There had been hope of making PJ a supervisor.

PJ was paid full time hours until December 19th and the was told on that day, he would be moved to part time for snow removal. PJ never came back until March 2025.

Cross Examination:

Responding to Tanya's question Scott replied that the employer never contacted PJ after December 19th to schedule work. Scott did text PJ twice but got no reply.

iii. Evidence of the Employee

Tanya tabled a binder with 7 tabs. The binder was marked in its entirety as EE Exhibits. Tab 1 set out a statement of facts including PJ's start date of May 5, 2023, his rate of pay at $30.00/hr, his last day of work, December 19, 2024, and the wage assessment amount of $2212.88. Scott agreed with the statement of facts. Next, she referred to the Ministries exhibit binder TAB 6, first page. The exhibit is a screenshot of Scott's cell phone showing two texts he sent to PJ. One on December 23, 2024, and the second on January 1, 2025. Neither refer to scheduling of work.

The employer did not produce any other communication to PJ for that period.

Since there was no call to PJ to come to work within six days of his last day of work, that constitutes a lay-off under Section 2(1)(l) of the Act.

The Employer should have texted PJ advising him that if he didn't respond by a certain date, the company would consider that he had quit.

Since that didn't happen, PJ was laid-off and is owed two week pay-in-lieu of notice.

iv. Final Argument

1. Employer

Scott argues that the arrangement they had with PJ for the winter of 2022/2023 and 2023/2024 worked very well and PJ was looked after with shop work and snow removal.

They went into the winter of 2024/2025 the same way and did not lay-off PJ.

PJ left on December 19, 2024, and gave no indication that he wouldn't be back.

The company shouldn't have to pay for time PJ was off for his own personal reasons.

2. Employee

None

v. Adjournment

I advised the parties that PJ's absence will have to be considered as I make my decision, and I then closed the hearing.

vi. Decision

The absence of Peter-John Cameron from the hearing certainly solidified the Employers testimony regarding his unreliability, however, did his absence affect the determination of whether he quit or was laid-off?

In my view his non-attendance at the hearing, does not affect the facts of the case.

While it is abundantly clear that Operation Dirt went out of its way to accommodate Peter-John Cameron during his employment period, his refusal to respond to communications and his refusal to provide his current location were condoned by the employer.

When Scott had his last discussion with PJ on December 19, 2024, he assumed the drill they followed from the winters of 2023 and 2024 would continue for 2025. However, his testimony that he did not contact PJ after December 19, 2025, to come to work and that he handled the minimal snow removal himself during PJ's absence, coupled with the reorganization of the company with Preferred Energy left PJ out of the picture.

While PJ was probably unavailable for work during that period, the fact that the Employer never scheduled any work for PJ during the six-day period after December 19, 2024, resulted in a lay-off under Section 2(1)(l) of the Act. Under section 2-61 of the Act, the employer must pay two weeks' pay if two weeks written notice of termination is not provided.

Therefore, the appeal is denied, and the Wage Assessment of $2,212.88 is upheld.

Dated at Regina in the Province of Saskatchewan, this 15F day of December, 2025.

Ralph Ermel
Adjudicator