

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. 169-25
Wage Assessment No. 1-001008



APPEALLANT: Sperling Silver Distilleries Ltd. ("Silver")
Represented by Adam Sperling, President

RESPONDENTS: Donald Meek ("Meek")
Represented by Allysia Finn, Director of Employment Standards Representative

DATE OF HEARING: December 11, 2025

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

i. Introduction

On August 22, 2025, Silver was served with Wage Assessment 1-001008. The Wage Assessment directed Silver to pay Meek \$473.17 for outstanding wages. Silver appealed on September 2, 2025. I was appointed adjudicator on October 10, 2025, and determined I had jurisdiction on October 16, 2025. After several attempts to broker a hearing date Silver requested an adjournment until the new year. That adjournment was opposed by both Meek and the Ministry, and I rendered a ruling on November 10, 2025. The ruling rejected the adjournment request, and I gave Silver three dates to pick from for a hearing. Finally, after having no response from Silver, I scheduled the hearing for December 11, 2025.

ii. Dispute

The Ministry alleges that Meek was constructively dismissed following a lease transfer involving Silver.

Silver alleges Meek resigned/abandoned his position.

iii. Preliminary Matters/Objections

None

iv. Evidence of the Employer

Silver President Adam Sperling was sworn and provided the following evidence:

Note: He tabled screenshots of two separate text conversations. The first between Silver supervisor Ashley and Meek, marked ER1 and the second between himself and Meek, marked ER2.

- He wants to have this hearing deal with only the facts pertaining to Meek's employment ending on June 1, 2025.
I agreed that will be the case
- The facts are clear, Meek knew he was scheduled to work on June 21, 2025. Meek did not attend to that shift. ER2 shows Meek told him (Adam) that he turned down Brandt's offer and that he (Meek) felt if he worked the June 21 shift, it would technically mean he (Meek) accepted their offer. Meek goes on to apologize for not giving proper notice.
- He called Meek on the phone after the ER2 text exchange and Meek told him, he felt showing up for work would be accepting Brandt's offer. He (Adam) told Meek that would not be the case. Other employees had refused Brandt's offer, and they continued under Silver's arrangement, and he (Meek) could as well.
- He knows that Meek knows unless a contract is signed, it has no effect, so coming to work on the 21st of June would not have tied him (Meek) to Brandt's offer.
- For constructive dismissal to occur, there needs to be a fundamental change to Meek's employment and there were none. Meek's schedule, duties, wage, benefits etc. were not changed.

Cross-Examination

- Responding to Allysia, Adam confirmed that Meek could have remained an employee of Silver had he not quit.
- He would not reveal the details of Brandt's take over as he feels that to be irrelevant to this hearing.
- He and Alla Sidorenko are the only two employees left at Silver. All the rest have either joined Brandt or have gone elsewhere. The last one leaving near the end of June or early July 2025.
- Brandt took over Silver on June 16, 2025, and issued job offers to all Silver employees (except he and Alla) on June 18, 2025.
- Silver employees were notified of the take over on June 16, 2025.
- He believes his communication with Meek, during which he told Meek he had a shift to work on June 21, 2025, was proof enough that he (Meek) would stay on with Silver after Brandt took over.

v. Evidence of the Employee

Allysia called Meek as a witness and he was sworn, and provided the following evidence:

- His last shift worked for Silver was on June 14, 2025. He was scheduled to work again on June 21, 2025.
- On the 19th of June he received a text from Adam, telling him he had a meeting with HR. He met with Jamie Newton, from HR and she tried to table a contract, but she took it back and told him she'd email it to him later. He asked her when Brandt had taken over and she told him June 16.

Note: Allysia tabled a binder with 10 tabs. I marked the binder EE1.

- He identified TAB 7 as the document taken back at the meeting he had with HR on the 19th. He was told TAB 7 represented the change to his working conditions if he accepted Brandt's offer. Conditions changed included pay frequency, benefit plan and pension.

- He identified TAB 8 as the letter of offer he received on June 20, 2025. It is from Shawn Semple, CEO of Brandt and it offers him a job with Queen City Distillery LP. Start date for the job is back dated to June 16, 2025.
- He was never advised by Silver that he could stay with them if he did not accept Brandt's offer. The conversation Adam says he had with him (Meek) never happened.
- He identified TAB 9 as the text exchange he had with his Silver supervisor (Ash) advising he would not be showing up for the June 21 shift. He told Ash he felt that if he worked that shift it would mean he accepted Brandt's offer.

Cross-Examination

Adam asked Meek if anyone had asked him to show up for the June 21st shift.

Meek answered "no".

Adam asked if the winking emoji in TAB 9 meant anything, like he was trying to pull a plan off.

Meek answered that he uses that emoji often and it doesn't mean anything.

Adam told Meek that Silver still has its liquor license and that he (Meek) could still be working there for Silver. Further that the benefits offered by Brandt were the same or superior to Silver's.

Adam closed cross-examination by telling Meek that had he stayed with Silver he would have been given proper notice when his employment ended there.

vi. Final Argument

Appellant

Adam, as a small business owner, always has been a good steward. He has always provided for his employees by paying more than minimum wage and providing good benefits.

Don Meek has trumped up this constructive dismissal when he knows full well, he had a shift and never showed up to work it.

Meek has also taken advantage of benefits that Silver provided.

For Silver to continue to prove it offers the same terms and conditions is contrary to commercial reality as employers would be required to issue letters to each time an external factor may impact their business i.e. a Trump tariff, or a Chinese tariff. Therefore, that notion is not reasonable and therefore a potential for change is not constructive dismissal.

Adam closed by requesting Silver's appeal be upheld and the Wage Assessment dismissed.

Respondent

Allysia points out that there is no evidence that Meek had an option to stay with Silver

In TAB 10 which contains a decision of Saskatchewan Queen's Bench between the Canadian Acceptance Corporation Ltd. and J. Walker, Allysia referred to paragraph 5

[5] Wrongful Dismissal, 2nd Ed. By David Harris, p.34 reads:

"Due to the fact that a contract by employment is not assigned at common law, the sale of employer's business will cover all such contracts to be terminated: in Re Foster Clark [1966] All E.R. 43; Collier v Sunday Referee Publishers, Co., [1940] 2 R.B. 647

The Plaintiff's refusal to accept new employment with Household was not a voluntary resignation. There would have been no continuity of employment. The defendant was closing its business and Household was opening it's business."

Allysia closed her argument relying on the case the Wage Assessment should be upheld and the appeal dismissed.

vii. Adjournment

I thanked the parties for their presentations and closed the hearing.

viii. Analysis

Don Meek's employment timeline:

1. Started with Sperling Silver Distillery September 2022
2. June 14 - Meek works last shift
3. June 16 - Brandt takes over
4. June 19 - Meek gets offer from Brandt
5. June 20 - (ER2) Adam and Meek exchange texts about not accepting Brandt, not working June 21 and not giving proper notice
6. June 20 - (ER1) text between Ash and Meek about not quitting, not accepting Brandt, not working June 21, Ash tells him he's scheduled
7. June 21 - Meek does not report for shift

From the timeline and the texts in Exhibit ER1 and ER2 it is apparent that:

- a. Meek was offered a position with Brandt three days after Brandt took over Sperling Silver Distillery. New business is named Queen City Distillery (TAB 8)
- b. The job offer Meek had different conditions than Silver's job (TAB 7)
- c. Meek knew he had a shift with Silver on June 21, 2025, and he consciously did not work it. Silver never advised Meek that he could continue to work for Silver and Meek never asked Silver if he could stay on.
- d. Other than Adam and his secretary Alla, the last Silver employee left the company late June, early July.

ix. Decision

Constructive dismissal occurs when an employer makes significant unilateral change(s) to an employee's contract without the employees' consent, which forces the employee to resign.

In this case, employee Don Meek was advised on June 19, 2025, that Queen City Distillery had taken over Sperling Silver Distillery effective June 16, 2025. On that date (June 19) he was

presented with a job offer by Queen City that altered several working conditions he had under Silver. Specifically, his pay frequency changed to bi-weekly, and his benefit plan would be moved to as a new carrier.

There was no attempt by Silver or Queen City to seek agreement with Meek to facilitate the transfer, so Meek had to either accept the offer or quit.

His decision to not work his June 21 shift at Silver effectively was his resignation and Silver treated that missed shift as resignation.

It is my decision that Don Meek was constructively dismissed when his employment contract was unilaterally changed with the June 19, 2025, Queen City offer.

Therefore, the appeal is rejected and the Wage Assessment of \$473.17 is upheld and owed by Sperling Silver Distillery Ltd. to Don Meek.

Dated at Regina in the Province of Saskatchewan, this 29th day of December, 2025.



Ralph Ermel
Adjudicator