



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

Style Dayne Stenberg

COMPLAINANT/EMPLOYEE

-AND-

Herauf Enterprises Corp.

APPELLANT/EMPLOYER

DATE OF HEARING: January 13th, 2026

PLACE OF HEARING: Regina, Saskatchewan

LRB FILE: No. 142-25

WAGE ASSESSMENT: No. 1-000988

INTRODUCTION

This matter was heard on January 13th, 2026, 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.

Tanya Turgeon, Employment Standards Officer ('ESO'), represented The Department of Employment Standards.

Laurie O'Connor, Administration Manager, represented the Corporation.

David Bishop, legal counsel for the Corporation.

Style Stenberg, Employee, attended and gave sworn 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 \$9,305.92.

I. PRELIMINARY MATTERS

There were no preliminary matters raised by the parties.

II. AGREED FACTS

The parties agreed as follows:

Mr. Stenberg provided services for the company from March 25, 2024, to December 1st, 2024.

III. EVIDENCE OF THE EMPLOYER

Ms. Laurie O'Connor Administration Manager for the Appellant, gave sworn evidence as follows:

She has been employed by the Appellant for the last 10 years and is the Administrative Manager for Western Canada.

She had dealings with the employee, Mr. Stenberg, in person and on zoom throughout his employment.

She had no involvement with negotiating the agreement between the employee and company, although she was aware that there was an agreement.

When the employee submitted invoices for work pertaining to the contract they were approved by the COO, Andrea Hoffman. SEE Exhibit ER#2.

The employer provided Mr. Stenberg with office space.

Ms. O'Connor was unable to state how much time Mr. Stenberg spent in the office.

The company did not provide holiday or vacation pay or workers compensation. The employee was added to the company's dental plan.

The company takes the position that nothing is owed to the employee.

Andrea Hoffman was fired on December 20th, 2014, and has been charged criminally by the City Police with embezzlement. SEE Employer Exhibit #3.

Ms. O'Connor stated that Mr. Stenberg was not provided with a cell phone or computer by the company, and he used his own vehicle although he was provided with reimbursement for expenses relating to the same, when providing services under the contract.

Mr. Stenberg advised Andrea Hoffman that he was also involved with the NDP, and did acting in the City of Regina, and was involved with Sandra Masters election for Mayor.

When Mr. Stenberg was terminated, the company relied on Section 6.1 and Section 6.2 of the agreement entered as ESO Exhibit #1, tab 6.

The company alleged that Mr. Stenberg had not provided enough information about billings when requested. SEE Exhibit ER #4, and subsequently terminated him.

After terminating Andrea Hoffman on December 20th, 2024, the employer reviewed internal emails between Ms. Hoffman and the employee. SEE Employer's Exhibit #5 and #6. The company interpreted the emails as Ms. Hoffman directing Mr. Stenberg to make up invoices and submit them for payment.

On February 10th, 2024, Mr. Stenberg sent Employer Exhibit #6, an email, to Ms. O'Connor attaching invoices and information requested by her.

Ms. O'Connor received document submitted as Employee Exhibit #7, on March 25th, 2025, and returned the completed document to the Employment Standards Officer.

Ms. O'Connor confirmed that Mr. Stenberg was told what to do and how to do it. Also she sometimes worked with him.

Mr. Stenberg took instructions from the CEO, Riley Herauf and Andrea Hoffman, COO,

Mr. Stenberg was requested to attend meetings and had his direction of work changed sometimes by the CEO and/or COO and worked on multiple projects for the company.

Under cross examination Ms. O'Connor stated the following:

A cell phone had been offered to Mr. Stenberg but he declined and used his own phone.

Mr. Stenberg was terminated on December 2nd, 2024, after the employer reviewed emails between him and Andrea Hoffman, COO.

Mr. Stenberg was requested by Mr. Riley, CEO, for more information on the invoices, in particular, the employer wanted to know the hours spent on each project so that costs could be allocated to the various projects.

The November 14th, 2024 invoice was only partially paid, leaving \$600 unpaid, and the November 28th, 2024, invoice was not paid at all.

IV. EVIDENCE OF EMPLOYEE

The employee, Mr. Style Stenberg, was sworn and gave evidence as follows:

The employee confirmed that he was hired to assist in approving government relations for the company and steer the company's communication strategy and other duties as set out in Employer Exhibit #1.

Most of the employees' duties were preformed in office hours, of which, approximately 40% of the time was in the office and 60% of the time remotely.

Mr. Stenberg provided feedback to Mr. Herauf and was asked to go to various meetings, including corporate meetings.

He was terminated on December 1st, 2024, and was asked to provide information about the invoices which he subsequently delivered.

Mr. Stenberg later authored Exhibit ER #6 and sent it to the company. He never received full payment for his final invoices and had not received any reasons why.

On February 10th, 2025, he wrote his demand for payment as set out in ER Exhibit #6.

Mr. Stenberg never received a reply to his demand nor did he receive any payment.

Under Cross Examination Mr. Stenberg confirmed he had signed Agreement ER Exhibit #1.

Mr. Stenberg confirmed that the agreement permitted him to do other work, provided he had time. The agreement guaranteed

him 20 hours per week but he was actually working more than 20 hours per week.

Mr. Stenberg confirmed that he sent the email Exhibit ER #6 and that he would have accepted 50% of his claim to settle the matter. He did not receive any funds from the company pursuant to his email.

V. ANALYSIS/DECISION

The issue in this matter is to determine if Mr. Stenberg was an employee of the Appellant, Herauf Enterprises Corp. or was he an independent contractor.

The principles to be followed to determine the classification of as employee or an independent contractor are set out by the Supreme Court of Canada in *671122 Ontario Ltd. v. Sagaz Industries Canada Inc., 2001 SCC 59*. The Court said that there is not one conclusive test which can be applied to determine whether a person is an employee or an independent contractor. What must occur is a search for the total relationship of the parties.

In making this determination, the following factors must be considered:

1. The level of control of the workers' activities? This will always be a factor.
2. Does the worker provide his own equipment?
3. Does the worker hire his own helpers?
4. Degree of financial risk taken by the worker.
5. Degree of responsibility for investment and management held by the worker.
6. The workers opportunity for profit or loss in the performance of his or her tasks.

The principles set out in the Sagaz case have been followed by the *Saskatchewan Labour Relations Board in, Director of Labour Standards v. Black Gold Boilers Ltd. LRB File #049-16, December 2, 2016.*

In reviewing the oral evidence of the employer and the employee, along with Exhibit ESO #1, Tab 7 and 8, the totality of the evidence supports that Mr. Stenberg was an employee when applying the

principles of an employee vs. an independent contractor, as set out by the Supreme Court of Canada in Sagaz case.

The purpose of the Employment Standards Act must also be considered, especially as to the inclusivity of the employee under "The Act".

In *Elcan Forage Inc. v. Weiller* (1992) 102 SASK R 197, the Court concluded that exemption provisions of The Act must be strictly construed to ensure the rights extended by The Act to employees are not casually eroded.

In *Machinger v. Hoj Industries Limited* (1992) 1S.C.R.986, the Supreme Court of Canada held that Labour Standards legislation should be interpreted to extend protection to as many employees as possible.

In *Meyers v. Walkers Cycle* 83 SASK.R. 222, the Saskatchewan Court of Appeal stated a purpose of the Labour Standards Act was to ensure

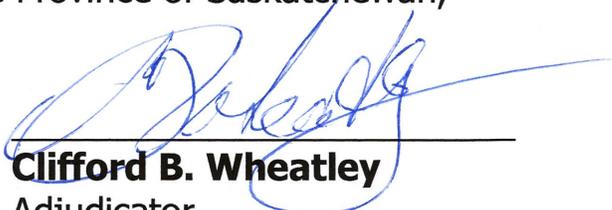
that employees are paid all monies due to them by their employers for their services.

Applying the Supreme Court of Canada principles to the evidence, in determining if Mr. Stenberg is an employee or not, coupled with applying the purpose of the Act to be inclusive and extend the protection of the Act to Mr. Senberg, I dismiss the Appeal.

VI. CONCLUSION

The appeal is dismissed the Wage Assessment is upheld in the amount of \$5,958.19.

Dated at City of Moose Jaw, in the Province of Saskatchewan, this 5th, of February 2026.



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.