

Decision of Adjudicator in the Matter of an Adjudication pursuant to
Sections 2-76(4)(b) and 4-6(5) of *The Saskatchewan Employment Act*
LRB File No. 191-25
Complainant No. 1-014887



APPELLANT: Queen City Physiotherapy Professional Corporation
Represented by Elzbieta Jovanovic, Corporate Director

RESPONDENTS: Denise Stephenson, claimant and witness for Director
Represented by Andrew Langgard, Director's Representative

DATE OF HEARING: December 17, 2025

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

i. Introduction

After investigating a discriminatory action complaint made by Denise Stephenson under Section 2-42 of the Act, against Queen City Physiotherapy Professional Corporation ("QCC") an assessment for lost wages was lodged against QCC in the amount of \$11,539.23 on September 8, 2025.

QCC refused to comply with the assessment order and on October 9, 2025, the Director of Employment Standards requested the Registrar of the Saskatchewan Labour Relations Board to appoint an adjudicator under Section 2-7(4)(b) to hear the case of prohibited discriminatory action under Section 2-42.

I was appointed to hear this case on November 18, 2025, and was able to with the cooperation of the parties, secure December 17, 2025, as the date of the hearing.

The hearing was opened at 9:30 a.m. and was attended by:

For the Appellant:

Elzbieta Jovanovic ("Ela") – QCC Director
Evangeline Vitales – QCC External Accountant
Pat Boharry – QCC employee and coworker of Denise
Lorna Snider – Exercise Physiotherapist and the assistant in managing clinic

For the Respondent:

Denise Stephenson ("Denise") – Claimant and Director Witness
Andrew Langgard – Directors Representative
Katka Veroba – Employment Standards Compliance Officer and Witness for the Director

I outlined my role as adjudicator and set out my expectations for behaviour. The witnesses were then excluded.

Prior to hearing evidence, I asked the parties if there was any appetite for negotiations to try and broker a settlement and was told there was none.

ii. Evidence

Employer:

Ela introduced herself as the owner of QCC and that she was representing the clinic today.

Her evidence will show that Denise's dismissal had nothing to do with her payroll frequency complaint, rather everything to do with:

1. A business slowdown;
2. Restructuring plan involving automation;
3. Ongoing performance concerns; and
4. A termination process that began before she had any knowledge of the complaint.

Regarding the slow down, early in 2025 the clinic experienced a noticeable downturn as winter referrals declined, revenue dropped sharply and already she had let go a physiotherapist due to financial pressure, on March 22, 2025.

Note: Ela tabled copies of an exchange of e-mails she had with a physiotherapist named Chauhan. Chauhan was returning from a leave and Ela told him there was not enough work for him at this time. Marked Exhibit ER4.

She had also started discussions with her accountant about preparing employment related documents before May 14, the day Denise was dismissed.

She and Lorna had discussions from March to May as they were feeling the need to reduce staff, and Denise was the junior staff member.

On May 6, 2025, she had a telephone conversation with accountant Evangeline at 3:00 p.m. regarding termination and notice procedures including ROE and final processing for Denise. Their discussion occurred before any contact from Employment Standards on May 9, 2025.

Note: Ela tabled a memo she wrote on December 15, 2025, to me, detailing the contents of the May 6 telephone communication with Evangeline. This occurred after all her witnesses including Evangeline testified and were released. Memo was marked ER5.

She feels Andrew ignored all of the reasons she had given him, and believed Denise instead, even though Denise knows nothing about running a business.

Ela called Evangeline Vitales, she was sworn, and read a prepared statement (Exhibit ER1) summarized as follows:

- She is a chartered professional accountant whose company is retained by QCC for bookkeeping, payroll processing and provides accounting support related to payroll and employment standards compliance.

- She reviewed her office calendar maintained by Bituin and it showed that she had had a telephone conversation on May 6, 2025, with Ela during which they discussed procedures for terminating an employee, including final payroll processing and the issuing of an ROE.
- It was clear that Ela had already made the decision to terminate as of May 6 and was getting advice on how to proceed administratively. Ela did not tell her who was being terminated during this conversation. At that time, she was not aware of any issues with payroll frequency
- She can confirm from the records she keeps for QCC that there was a decline in revenue earlier in 2025, particularly during April 2025. Given her experience small businesses experiencing slower cash flows, will review their expenses, staff costs etc.
- Her involvement with payroll frequency came after Denise was terminated. She received an email from Ela on May 22, 2025, that she should contact Katka Veroba and she did so on May 23rd. At that time, she had no details of the complaint or any of the information on the issue.
- After communicating with Veroba, she understood payroll frequency had to change and to do that there would be no increase in accounting fees to QCC for that to happen.

Cross-examination

In response to question from Andrew, Evangeline provided he following:

Note: Andrew tabled a binder with 18 tabs, and I marked the binder in it entirely EE1.

- Referring to Tab 15 she identified this document as the ROE she prepared on July 8, 2025, for Denise. She realizes ROE must be provided within 5 days and even though her testimony says she prepared it on May 6th she got clearance from Service Canada to do it later so Denise could get EI benefits.
- She did not make any notes of the May 6th telephone conversation with Ela
- Yes, she and Ela discussed her testimony, but Ela never saw her prepared statement until today. She has no meeting notes of any of her conversations with Ela, telephone or in person.

Ela calls Pat Beharry and she is sworn.

Note: Ela tabled a document dated September 25, 2025. The document is comprised of several parts and makes up QCC's response to the Ministries investigation report of September 8, 2025. The entire document was marked ER2.

- She drafted a letter (ER2 annex 5-1) for Ela entitled "To whom it may concern" on June 7, 2025.
- The letter is in support of her employer, Ela Jovanovic, who, for her (Pat) whole employment (since May 2024). She has not experienced any instances of discontent or unacceptable behaviour from her professional colleagues.
- It was clear to her that from the start of her employment Denise did not have the appropriate skills to fill the demands of the important role of receptionist. She heard Denise make disparaging remarks about Ela to coworkers and clients, also overheard Denise giving advice to clients she was not qualified to give.

- She overheard Denise make inappropriate comments to clients including sexual innuendos. Denise also continually failed to take direction from her supervisor, Preston. Overall, it was clear to all the other staff that Denise lacked basic social skills and had difficulty reading social cues.
- She understood that Denise had filed a compliant against Ela, but she has no details about Denise's termination. Perhaps performance issues caused Denise's termination, whatever the reason she is satisfied Denise needed to be fired.

Cross-Examination

- She did overhear Denise make a sexual remark to a client.

Note: Ela tabled a handwritten document dated September 10, 2025, from a client Chad Smith. Marked ER3.

Andrew objected to the document to be entered as evidence since the author could not be cross-examined.

- She (Pat) could not remember having a conversation with Chad Smith.
- She believed Denise was working at that time, Ela wasn't told about it because Smith did not want Denise to get fired.
- After Denise was fired she talked to Ela about pay-frequency and that she didn't want to change her pay frequency.
- She phoned Veroba and asked her to leave the pay system alone. Veroba told her the law is that it has to change
- She feels other staff may have called Veroba as well because all staff liked being paid by the month.

Ela called Lorna Snider and she was sworn:

- She is the QCC Exercise Physiotherapist and she helps manage the clinic.
- She believes Denise was let go for performance issues. Early in 2025 she and Ela had discussions about client decline and Ela talked about letting go Denise and Edward.

Cross-Examination

None

Ela says business was down, just look at ER1 Annex 3 for graph. Employer evidence completed.

Cross-Examination of Ela by Andrew:

- ER1 Tab 11, Ela identified her business Corporate Registry as being accurate.
- Tab 2 from ER1, she recognizes the May 9, 2025, email from Veroba to her. She confirmed she employed seven employees who were all paid monthly.
- She was not sure if some of her staff had contacted Veroba, she did give Pat, Veroba's phone number.
- She had not been aware of the pay frequency rule for hourly paid staff, but she wanted to be in compliance with the rule.
- She did give Veroba's contact information to Preston.

- Referring to ER2 which was her submission to the Ministry in response to Andrew's investigation report dated September 25, 2025, she recognised on page 2, part 2, the "Factual Timeline". She admitted the May 6, 2025, telephone conversation was not included because they had forgotten about it. Evangeline found it in her calendar and prepared the document marked ER5 two days ago on December 15, 2025.
- She admitted that in all the conversations she had with him (Andrew), she never mentioned the May 6, 2025, conversation with Evangeline.
- She agreed the May 6, 2025, conversation with Evangeline was a very important piece of evidence in her case.
- She identified the two documents in EE1 Tab 12(undated and headed "Denise Stephenson Summary") and agreed that she had prepared both. She also agreed that neither document mentions the May 6, 2025, conversation with Evangeline.
- She agreed that there had been no mention from staff about payroll concerns prior to Denise's complaint.
- She did not know if Denise was happy in the workplace, she did know that Denise's performance was poor which she found out at about the same time as the complaint became known. She had a conversation with Denise about office cell phone protocol around May 6 or 7.
- Referring to EE1 Tab 12, page 3, she agreed that she informed all the staff except Denise, on May 9 or shortly after May 9, that payroll would be changed from monthly to bi-monthly. All the employees were not happy except for Denise. She still did not know who filed the complaint.
- She did not know why she never told Denise, she didn't suspect her of being the complainant.
- Referring to ER1 tab 12 page 3, paragraph 3, she confirmed it was accurate. If Denise's performance had been appropriate, she would not have been terminated. Termination had nothing to do with the complaint.
- She referenced the business slowdown in Denise's termination letter because if it had said poor performance Denise wouldn't have been able to collect EI.
- Denise was really terminated because of the slow down, going online, performance and behaviour.

Note: Andrew tabled a document, which I marked EE1 Tab 20, which was a Regina Police Service report about a charge of sexual assault on QCC's former physiotherapist Dipan Chauhan.

- She denied that Chauhan was not reemployed after his leave because of this charge. He was not reemployed because of business slow down.
- She agreed that Denise was not given any written discipline or performance documents, although she had serious concerns about her performance and had warned Denise on several occasions.
- Regarding Denise's testimony about the \$2/hr raise on April 30, 2025. That never happened. She never met Denise on that day, although she had considered giving a raise before she learned of Denise's performance issues.
- She never told Andrew during his investigation that she was considering giving Denise a raise.
- In May 2025 QCC paid all hourly employees once a month, she submitted time sheets to Evangeline at the end of each month.

- She agreed that she had received the documents in EE1 Tab 13, which were the assessment and Andrew's investigation report.

Evidence of the Employee:

Andrew called Compliance Officer Katka Veroba and she was affirmed:

- She has been employed by the Ministry of Labour Relations and Workplace Safety, Employment Standards Division since June of 2022, as the Compliance Review Officer.
- She was assigned and investigated the QCC anonymous complaint.
- She agreed that EE1 Tab 1 contains the complaint filed August 22, 2025 regarding QCC non-compliance of pay frequency.
- The process she follows is:
 1. Review complaint
 2. Confirm non-compliance with employer and arrange time frame for compliance.
 3. Email complainant and provide legislation from OH&S and Human Rights.
- Ela confirmed with her that seven hourly employees were being paid monthly and that she (Ela) would comply as soon as possible.
- She confirmed that EE1 Tab 2 contained her email to Ela followed up her earlier telephone conversation with Ela.
- A couple of weeks later she received phone calls from QCC employees who preferred the monthly pay and didn't want the change made to twice a month. She recalled the employee's names were Preston and Pat.
- She had no reaction to the calls, she simply answered their questions and afterwards she called Ela to request her (Ela) to ask her employees to refrain from calling.
- She identified EE1 Tab 3 as the email she received from Denise on May 14, 2025. In the email Denise states she had been terminated, and the letter of termination was attached. Denise later called to confirm receipt and also told her she (Denise) had filed a formal complaint. She told Denise that an Employment Standards Officer would take over the complaint.
- She identified EE1 Tab 4 as the email she sent to Denise on May 15, 2025. The email contained relevant legislation pertaining to discriminatory action.
- The outcome of her investigation was that QCC complied and she closed the file on June 24, 2025.

Cross-Examination

- She agreed with Ela that QCC cooperated with the ministry and moved payroll frequency for hourly employees to bi-monthly in an efficient timeframe.

Denise Stephenson was called by Andrew and she was affirmed:

- She was employed as a receptionist at QCC for eight and a half months. She posted her need for work on Facebook and Lorna contacted her in August of 2024.
- She met with Lorna and was hired. She worked Monday to Friday, 8:30 a.m. to 4:30 p.m. at \$16/hr.
- There was no letter of offer nor a signed employment contract. She reported to Lorna and Preston.

- Her duties were to answer the phone, keep files, prepare client paperwork for SGI and WCB assessments, do laundry, clean rooms after patients, sweep, mop, vacuum floors and so on. She only did reception duties. It was busy and always something to do. No one talked to her about a slow down or reducing her hours.
- She was paid once a month, and she was always broke after payday. All staff were paid monthly, and she discussed why with other staff, Lorna and Preston, and they told her Ela decided how they are paid. She had that discussion with them at the end of 2024.
- She started to look for other work, she had two children in daycare and a student loan, so she was broke after payday. She was depressed about it.
- She found a part time job at the Barley Mill and she worked there 3 to 5 shifts a week, either from 5 to 11 or 5 to 1. She still works that job.
- She googled employment standards and found monthly pay for hourly paid workers was against the law. She identified EE1 Tab 1 as her complaint She made it anonymous because she felt there would be a backlash is she had talked to Ela about it.
- She had raised a concern about the amount of taxes the accountant was taking off her salary and Ela told me if I didn't like it I could go work somewhere else. This was at the end of 2024. She found Ela to be very domineering.
- The payroll frequency was never resolved while she was working there and Ela never talked to her about it.
- She was never formally disciplined, never formally evaluated. She thought Ela was happy with her work. On April 30, Ela had her in the office at the end of the day, 4 to 4:30. Ela told her she liked her and was giving her a raise from \$16 to \$18/hr starting May 1. She told Ela OK. She was surprised because Ela was always short with her in the office.
- She identified EE1 Tab 5 as an exchange of texts she had with her sister after work on April 30. She tells her sister she just got a raise, and that she feels bad because of her complaint.

Note: At this point Ela interrupted with a comment that she never met with Denise on April 30 and that Denise is not telling the truth.

- She identified EE1 Tab 6 as her last pay stub for May 1 – May 31 and noted her hourly pay was still \$16/hr. Ela had not applied the raise.
- On page 2 of Tab 6, she identified the email she sent Ela on May 29 about the raise and not being applied to her last pay. She never received a reply from Ela.
- She identified EE1 tab 7 as her letter of termination. On May 14, between 4 and 4:30, Ela asked her to the office and closed the door. Ela gave her an envelope and then told her, that her (Ela's) son needed a job, so she (Ela) was letting her go. She said OK, got her stuff and left.
- The meeting lasted maybe two minutes, she was surprised after just getting a raise. She read the letter in her car, the letter said the reason was a slow down, but she felt it was because of her complaint. Ela never raised any performance concerns nor gave any information about the business slow down.
- She identified EE1 Tab 3 as her email to Veroba regarding her termination. She felt her termination was from Ela finding out about the pay frequency violation.
- She identified EE1 tab 8 as the complaint she filed regarding her termination. She filed it May 14, the same day she was terminated. She filed it so that Ela would be told that she (Ela) couldn't do this to her.

- She identified EE1 Tab 9 as the email from Andrew on September 8, with his investigation attached. She reviewed it and agrees with the findings.
- She identified EE1 Tab 10 as the audit sheet showing the wages she would have earned from May 1 to September 8 had she not been terminated. She agrees that the calculations are accurate.
- She does not agree that her old job has become redundant. Patient scheduling is about 10% of the work. An app cannot make a patient file or do the paperwork for assessments for SGI and WCB. An app cannot clean, take out garbage, do laundry, greet patients. Her termination was not because of a slow down.

Cross-Examination

- Ela suggest that getting paid twice a month was not going to change either how much money Denise made nor her expenses.
- Ela never told Denise that if she didn't like how taxes were deducted to go somewhere else.
- Ela never sat down with Denise to talk about a raise. There is no evidence of that, and no raise was ever processed.

iii. Final Argument

Appellant

Referring to ER2 page 2, Ela lays out QCC's requested out come for my decision, rule against the finding of discriminatory action, if finding for the employee use \$16/hr rather than \$18/hr, reduce hours to 20/week instead of 40/week due to reduction in receptionist work and reduce assessment according to mitigation principles.

Ela confirmed that business slowdown caused Denise's termination. Her son now performs the same duties, working only 3 to 4 hours a day with the rest of the staff helping out.

Respondent

Employment Officer Langgard referred to EE1 Tabs 15 and 16, two cases for support. This case is the first of its nature in Saskatchewan, so of course there are no cases to refer to. Tab 15 paragraph 29 of Fullerton v Nygard

"for the Board to find that there was a reprisal in this matter, it must be satisfied that the applicant was engaged in the exercise of his statutory rights, and the exercise of those rights was a motivating factor, no matter how small, for Nygard's decision to terminate the applicant's employment. Even if the employer has what would otherwise be legitimate reasons for termination, if one factor in the decision is the applicant having exercising his rights..."

Tab 16 is a WCAT decision (WCB) from British Columbia, in para 13

"The employer must demonstrate that its reasons for taking action against the Worker were not related to any of the prohibited grounds in Section 151. This means the employer cannot shield itself by pointing to proper cause, or what may be a valid business reason for the improper conduct, where there is also evidence of a prohibited action..."

He suggests that Ela had in her mind the anonymous complaint and that it should be considered as part of her reason for termination.

The Saskatchewan Employment Act under Section 2-42 prohibits employers from retaliating against employees who report to a lawful authority any activity that is or is likely to result in an offence pursuant to the Act.

In this case it is clear that QCC's monthly pay cycle violated the Act which is an offence under Section 2-42(2)(a). Section 2-33 requires hourly employees to be paid at least twice a month.

The timing of the complaint is a strong factor pointing to anti-worker animus. Veroba advised the employer May 9 about the pay frequency issue. Five days later, Denise was terminated. Evidence shows that after informed about the complaint, Ela spoke to her staff about it, and they were all uniformly displeased. What's notable about this evidence is that Ela spoke to all the hourly paid employees except Denise. Denise's evidence is also that she was never spoken to about the pay cycle issue.

The inference can be drawn that Ela already knew who had filed the complaint. After all she was the least senior, and she had previously raised her concerns about pay frequency to Lorna and Preston. Considering this, Ela's protestations that she had no idea who filed the complaint are not credible.

Further Ela's claim that her response to the pay cycle complaint was benign but her actions show otherwise.

Evidence from Ela shows she gave Veroba's contact information to staff, who called to express their opposition to the cycle change. This behaviour is inconsistent with Ela's suggestion that she had no problem with the complaint about the pay cycle change.

Perhaps the most crucial evidence is the issue of the hourly wage increase. On April 30, Denise testified that she was given a \$2/hr raise to be effective the next day, May 1. Denise further testified and provided corroborating evidence in the form of a text messages she sent to her (EE1 Tab 5) sister informing her of the raise shortly after her meeting with Ela concluded.

It is the director's opinion this evidence undermines the employer's rationale for termination. It would make no sense to provide an employee with a wage increase if experiencing a slow down. Likewise, it's simply not believable that if the employer thought so poorly of Denise's performance, she would reward her with a wage increase.

The Directors submits that on the balance of probabilities, Denise's description of the wage increase should be preferred over the employers who suggests that Denise randomly texted her sister and fabricated a claim of receiving a raise. The employer further claims that no raise was processed, no employer records support a raise therefore Denise made it up.

Andrew referred to ER2 page 2 part (2) of Ela's response to his investigation report and pointed out that in her "Factual Timeline" there is no reference to the May 6, 2025, 3:00 p.m. telephone conversation between herself and Evangeline. Further Ela never raised it during their many conversations during the investigation. Also, in ER2 annex 5, there is no mention of the alleged May 6, 2025, conversation with Evangeline.

Suddenly Evangeline discovers in December 2025, her calendar and raises it with Ela. The Director considers this conversation was concocted after the fact and is designed to provide cover to the real reason Denise was terminated and should be discounted.

Another reason the employer relies on for termination concerns the allegation of the sexual innuendos to a patient in the clinic, by Denise. Lorna's testimony was that she was aware of these allegations during Denise's employment but took no action. She never reported it to Ela, and this suggests she did not view it as a serious concern.

Apparently, this issue became a serious concern after becoming aware of the complaint for discriminatory action. The employer now wants to cite after-acquired information as a reason for termination.

The Director contends that the employer knew about the allegation during Denise's employment and took no action and therefore cannot be used now.

Lastly, it needs to be noted that there is no requirement to apply mitigation in Saskatchewan. See EE1 Tab 17 for the removal of mitigation requirement in Bill No. 200.

The Director contends that it has been established that Queen City Physiotherapy Professional Group breached Section 2-42 of the Saskatchewan Employment Act and proposes the following remedies allowed for the adjudicator under section 4-6(5):

1. Since the employer is not seeking reinstatement, an order for back wages from May 1, 2025, to the date of my decision, using \$18/hr.
2. Posting an order in the workplace. This would notify other employees of the employer's misconduct that serves the dual purpose of deterrence and denunciation.

iv. Analysis

Denise Stephenson was terminated from her receptionist job at QCC on May 14, 2025. She had been employed there since August of 2024.

The Ministry contends that Denise's termination was a retaliatory action for an anonymous complaint filed against QCC's pay frequency. This action violated Section 2-42(2)(a) of *The Saskatchewan Employment Act*, which prohibits employers from retaliating against employees who report to a lawful authority any activity that is or is likely to result in an offence pursuant to the Act.

The employer contends that Denise's termination has nothing to do with her complaint. The employer contends that Denise was terminated:

1. For performance issues; and/or
2. For business slowdown and automation of receptionist duties; and/or
3. Discovery after Denise's termination an allegation of sexual misconduct against a client.

There are three major credibility issues that play into the parties' arguments for the reason(s) Denise was terminated.

The first is regarding Denise's testimony of her \$2/hr raise of April 30, 2025. Denise testified that later in the day of April 30, in Ela's office, Ela told her that she liked Denise and that she was giving her a raise effective May 1, 2025, from \$16 to \$18/hr. Denise accepted and from her car after work, she texted her sister with the news. Included in the text (EE1 Tab 6) was her expression of feeling bad because she had filed the pay frequency complaint.

Ela's testimony was that Denise fabricated the raise with the text to her sister, further she denied meeting with Denise on April 30. Ela also testified that there were no company records documenting a raise.

The second credibility issue developed with the testimony of accountant Vitales. For whatever reason she, in December of 2025, discovered in her electronic calendar an entry under May 6, indicating a telephone conversation with Ela at 3:00 p.m. She remembered the conversation was providing Ela information about termination, notice procedures and ROE information. Vitales made it clear this conversation occurred before the Employment Standards contact on May 9, regarding the pay frequency infraction, although the discovery came after QCC was notified of the infraction.

Ela provided a memo she drafted herself (ER5) which detailed the content of the May 6 telephone conversation with Vitales. The memo is dated December 15, 2025, two days before this hearing.

Ela's testimony on this topic revealed that there was no mention of the May 6 communication in any of the documents she prepared to rebut the September 8, 2025, investigation report. Specifically, ER2 page 2 part 2 of the September 25 submission and EE1 Tab 12. She claims she forgot about it.

Ela also testified that she never mentioned the May 6 conversation to Andrew during his investigation.

The third credibility issue surrounds the employer's actions after being advised on May 9 of the pay frequency violation. Ela testified that on May 9, or shortly after May 9, she informed all staff except Denise, that payroll would be changed to bi-monthly from monthly. She acknowledged that none of the employees she told were happy with the change and she did not know why she never told Denise. She also testified that she suggested to her staff to call Veroba, and she gave out Veroba's contact information. Despite having done that, she maintained she wanted to be in compliance with the law. Ela maintains she never knew it was Denise who filed the complaint.

v. Decision

Employment Officer Langgard's conclusion respecting the raise of \$2/hr is that on the balance of probabilities, Denise's version is the more credible. I agree with that conclusion. It is extremely unlikely that Denise made up the raise, particularly when she includes the phrase that she felt bad about getting it after filing the pay frequency complaint. Secondly, Langgard concluded that it would make no sense to give an employee a raise and then 14 days later terminate the employee because of a business slowdown. I agree with this conclusion as well.

The employer also claims Denise was terminated for performance issues and yet Denise's, Ela's and Pat's testimony clearly indicated that there were no formal evaluations or progressive discipline records on

Denises file. Pat knew about the alleged episode between Denise and client Smith where a sexual inuendo was made by Denise. Pat purposely did not raise it with Ela at the client's request. Therefore, I cannot give any credence to either of these for a termination claim.

That brings me to the Ministries allegation that Denise was terminated in retaliation for her pay frequency complaint. Ela's assertions that she didn't care about changing the pay frequency and that it didn't cost any more to implement it, instead she actively organized against it, encouraged her staff to call the Compliance Officer to lobby against it. She met with all monthly paid staff except Denise, which is telling as she claimed she didn't know who made the complaint. The appearance the May 6th telephone conversation with Vitales, which was forgotten until December 15, is an undisguised attempt to deflect the real reason for Denise's termination to a work slowdown. Officer Langgard referred to it as "concocted" and I agree.

It is my decision that Ela terminated Denise in retaliation for her filing the pay frequency complaint. That termination is in violation of section 2-42(2)(a) of the Employment Act. Therefore, since the employee is not seeking reinstatement, I order the Queen City Physiotherapy Professional Corporation to pay back wages, to the Complainant, Denise Stephenson, at the rate of \$18/hr, 40 hours per week, from May 1, 2025, to the date I was appointed adjudicator, November 18, 2025. I consider this date to be fair since to use the date of my decision brings other variables into play to keep the meter running

I remain seized in the event a dispute arises implementing this decision.

Dated at Regina in the Province of Saskatchewan, this 10th day of January, 2025 GR


Ralph Ermel
Adjudicator