

IN THE MATTER OF:

IN THE MATTER OF A COMPLAINT OF CONSTRUCTIVE DISMISSAL
UNDER DIVISION XIV - PART III, SECTION 240 OF THE CANADA
LABOUR CODE, R.S.C. 1985, c. L-2; and

AN ADJUDICATION OF THE SAID COMPLAINT

BETWEEN:

Maxine M. Thunderchild,

COMPLAINANT,

- and -

Muskeg Lake Cree Nation,

RESPONDENT.

ADJUDICATOR'S DECISION
December 18, 2020

T. F. (TED) KOSKIE, B.Sc., J.D.

REPRESENTATIVES:

Complainant, Maxine M. Thunderchild, Self Represented

Barry Glencross for the Respondent, Buffalo River Dene Nation

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1. INTRODUCTION

[1] Maxine M. Thunderchild (“Thunderchild”) lodged a complaint¹ (the “Complaint”) pursuant to section 240 of the *Canada Labour Code*, Part III (the “Code”) alleging that Muskeg Lake Cree Nation (“MLCN”) constructively dismissed her from her employment effective April 17, 2019.

[2] MLCN denies it constructively dismissed Thunderchild and says she resigned.

[3] Thunderchild asked that the Complaint be referred to an adjudicator.

[4] The Minister of Labour (Canada) appointed me to hear and determine the Complaint.

2. FACTS

[5] Thunderchild first commenced employment with MLCN on November 20, 2017, as a Focus on Families Worker. It was a term position, ending November 19, 2018. MLCN expected her to work “a minimum of . . . 37.5 hours per week. Her salary was \$43,000.00 “annually.”²

[6] Thunderchild’s duties were, essentially, to serve as a home visitor that would provide assistance to families on the MLCN concerning child development, parenting and connecting in the community.³

[7] MLCN increased Thunderchild’s salary to \$46,000.00 “per year,” effective July

¹Exhibit G-1, Thunderchild Complaint dated May 7, 2019

²Exhibit D-5, Employment Agreement dated November 20, 2017

³*Ibid.*

30, 2018.⁴

[8] At Thunderchild's request, MLCN reduced her hours of work to half-time on September 17, 2018. This change allowed Thunderchild to take on a practicum at the Kihiw Waciston School.

[9] MLCN returned Thunderchild's hours-of-work to full-time, effective December 17, 2018, because her practicum was complete.⁵

[10] On December 18, 2018, MLCN notified Thunderchild that her "contract" was extended to March 31, 2019.⁶

[11] On February 20, 2019, Thunderchild advised that she would not be "renewing . . . [her] contract at the end of March."⁷

[12] Thunderchild testified that she "submitted" her "letter of resignation for several reasons."

[13] First, she said MLCN made a verbal commitment for extension of her employment beyond March 31, 2019, but did not follow up on it.

[14] MLCN says, in response:

a) MLCN did not tell Thunderchild they were not extending her employment;

⁴Exhibit D-6, Letter from MLCN to Thunderchild dated July 25, 2018

⁵Exhibit D-7, Letter from MLCN to Thunderchild dated December 12, 2018

⁶Exhibit D-8, Letter from MLCN to Thunderchild dated December 18, 2018

⁷Exhibit D-9, Letter from Thunderchild to MLCN dated February 20, 2019

- b) Human Resources Assistant, Marcella Greyeyes ("Greyeyes") had no discussion with the Director of Operations, Natalie Kewaytin ("Kewaytin") and former Manager of Social Programs, Emily Arcand ("Arcand") about not extending Thunderchild's employment; and
- c) MLCN forwarded Thunderchild a letter dated April 4, 2019⁸ extending her employment to September 1, 2019.

Thunderchild says she did not receive the letter of April 4, 2019.

[15] Second, Thunderchild says Kewaytin, Arcand and Greyeyes harassed her by:

- a) asking for file information when they were not entitled to do so;
- b) saying "they don't have time for her"; and
- c) calling her to meetings, but rather than talking to her, whispering between themselves and then "sending her out."

[16] MLCN says in response was Thunderchild did not submit a complaint under MLCN's Workplace Anti-Violence and Harassment Policy⁹ (the "Policy")—part of MLCN's Personnel Policy—and, as it was not made aware of her complaint, it cannot be held at fault for not acting on it. Thunderchild says that not only was she unaware of the Policy, but she was told not to bring up such matters with Human Resources.

[17] Third, Thunderchild says Greyeyes stopped her from "working overtime to do programming."

⁸Exhibit D-3, Letter from MLCN to Thunderchild, dated April 4, 2019

⁹Exhibit D-1

[18] MLCN says in response:

- a) MLCN never refused to allow Thunderchild to work overtime;
- b) Greyeyes never told Thunderchild she could not work overtime;
- c) Greyeyes did talk to Thunderchild about dealing with flex time and coming in later in the day if she had an evening meeting;
- d) MLCN was not stopping Thunderchild from working overtime, but was only asking her to adjust her schedule according to MLCN's Employment Standards Policy.¹⁰

Thunderchild says Greyeyes told her MLCN did not allow her to work overtime if she was “doing flex.” She said Greyeyes told her she needed to call in ahead of time.

[19] Fourth, Thunderchild says Kewaytin and the Acting Manager of Social Programs, Delano Mike (“Mike”) publicly humiliated her in front of staff by stating she “did not know what she was doing” and “insinuating” she was “incompetent.”

[20] In response, MLCN says:

- a) both Greyeyes and MLCN Office Manager, Christine Zinn (“Zinn”) testified they did not hear any derogatory remarks at the Band Office;
- b) Zinn testified Mike’s comments at a planning meeting were directed to the whole group, rather than to Thunderchild; and

¹⁰Exhibit D-2

- c) Thunderchild did not lodge a complaint about being humiliated.

Thunderchild disagrees, and says she was told not to bring up such matters with Human Resources.

[21] On March 28th, 2019, MLCN's Chief, Kelly Wolfe (the "Chief") met with Thunderchild. Both the Chief and Thunderchild testified that the Chief:

- a) asked Thunderchild why she was resigning from her position, to which she told him it was because of her concerns with "lateral violence" and corruption happening in Social Programming—for example, her name has been forged on cheque requisitions;
- b) said Thunderchild was doing a good job and was well liked in the community;
- c) said he would look into the concerns Thunderchild raised; and
- d) asked Thunderchild to rescind her resignation, which she agreed to do.

[22] On April 3, 2019, the Chief advised MLCN's Human Resources Specialist, Barry Glencross ("Glencross"), that Thunderchild has verbally "retracted her resignation" and directed that he work with her to "have it in writing."¹¹

[23] Thunderchild testified she was to meet with Human Resources on April 3, 2019, to finalize everything, but that did not happen. She said every time she would ask about it, Kewaytin would say she was too busy to meet and deferred same to the next day. Thunderchild said "that next day never came."

¹¹Exhibit D-10, E-mail from the Chief to Glencross dated April 3, 2019

[24] Arcand advised Glencross she “would like to extend . . . [Thunderchild’s] contract for 6 months to September 1, 2019.” However, she went on to say there were “some areas that still need improving” and said “a performance evaluation will be completed with . . . Thunderchild.”¹²

[25] On April 4, 2019, Glencross prepared a letter from MLCN to Thunderchild notifying that, as requested by Arcand, “her contract has been extended” to September 1, 2019.¹³ Thunderchild testified she did not get this letter.

[26] On April 15, 2019, Thunderchild wrote to the Chief advising:

- a) there is “corruption . . . happening” in the workplace;
- b) “fellow co-workers . . . [are making her] look bad and take all the credit for all . . . [of her] hard work”;
- c) she did not get her “raise”;
- d) she did not get her “extension letter”;
- e) she “can’t work like this”;
- f) she “will be done” April 17, 2019.¹⁴

[27] Thunderchild gave her keys and cellular phone to Greyeyes at 1:00 p.m. on April

¹²Exhibit D-11, Undated letter from Arcand to Glencross

¹³Exhibit D-3, Email from Glencross to MLCN’s Human Resources Assistant, Marcella Greyeyes (Greyeyes”) and letter from MLCN to Thunderchild, both dated April 4, 2019

¹⁴Exhibit D-12, Emails from Thunderchild to the Chief dated April 15, 2019

17, 2019.¹⁰

[28] Thunderchild testified:

- a) the stress of working at MLCN caused her to have medical issues that required her to be rushed to a hospital.
- b) since the cessation of her employment with MLCN, she was out of work for seven (7) weeks; and
- c) she had to move twice to find employment.

[29] Thunderchild maintains MLCN has constructively dismissed her from her employment and that she is entitled to compensation. She submits that I should award her:

- a) four and one-half (4½) months' salary for "humiliation";
- b) six (6) weeks lost salary;
- c) seven hundred dollars (\$700.00) for transportation costs related to finding employment;
- d) interest on the above amounts; and
- e) the costs of this proceeding.

[30] MLCN says:

¹⁰Exhibit D-4, E-mail from MLCN's Office Manager, Christine Zinn ("Zinn") to Greyeyes dated April 17, 2019

- a) it never failed to comply with Thunderchild's employment contract;
- b) it never changed the terms of Thunderchild's employment or expressed a settled intention to do so; and
- c) there was no change in Thunderchild's powers or duties that resulted in her duties being decreased;

and asks me to dismiss Thunderchild's complaint.

3. DISPUTE

[31] The issues herein are as follows:

- a) Did MLCN constructively dismiss Thunderchild?
- b) If MLCN constructively dismissed Thunderchild:
 - i) what is the appropriate amount of compensation that she should receive; and
 - ii) did she appropriately mitigate her losses?

4. DECISION

[32] I find that MLCN constructively dismissed Thunderchild.

[33] I order MLCN to pay Thunderchild:

- a) the amount of money that is equivalent to the remuneration that would, but for

the constructive dismissal, have been paid by MLCN to Thunderchild for six (6) weeks work;

- b) an additional six (6) weeks salary;
- c) seven hundred dollars (\$700.00) for expenses incurred in finding employment;
- d) interest on the above sums according to the *Pre-judgment Interest Act* of Saskatchewan; and
- e) costs fixed at eight hundred dollars (\$800.00).

[34] I reserve jurisdiction to hear and decide any issue concerning the implementation of this decision.

5. REASONS

5.1 CODE

[35] The relevant provisions of the *Code* are:

Complaint to inspector for unjust dismissal

240(1) Subject to subsections (2) and 242(3.1), any person

- (a) who has completed twelve consecutive months of continuous employment by an employer, and
- (b) who is not a member of a group of employees subject to a collective agreement,

may make a complaint in writing to an inspector if the employee has been dismissed and considers the dismissal to be unjust.

Time for making complaint

(2) Subject to subsection (3), a complaint under subsection (1) shall be made within ninety days from the date on which the person making the complaint was dismissed.

Extension of time

(3) The Minister may extend the period of time referred to in subsection (2) where

the Minister is satisfied that a complaint was made in that period to a government official who had no authority to deal with the complaint but that the person making the complaint believed the official had that authority.

...

Reference to adjudicator

242(1) The Minister may, on receipt of a report pursuant to subsection 241(3), appoint any person that the Minister considers appropriate as an adjudicator to hear and adjudicate on the complaint in respect of which the report was made, and refer the complaint to the adjudicator along with any statement provided pursuant to subsection 241(1).

Powers of adjudicator

- (2) An adjudicator to whom a complaint has been referred under subsection (1)
- (a) shall consider the complaint within such time as the Governor in Council may by regulation prescribe;
 - (b) shall determine the procedure to be followed, but shall give full opportunity to the parties to the complaint to present evidence and make submissions to the adjudicator and shall consider the information relating to the complaint; and
 - (c) has, in relation to any complaint before the adjudicator, the powers conferred on the Canada Industrial Relations Board, in relation to any proceeding before the Board, under paragraphs 16(a), (b) and (c).

Decision of adjudicator

- (3) Subject to subsection (3.1), an adjudicator to whom a complaint has been referred under subsection (1) shall
- (a) consider whether the dismissal of the person who made the complaint was unjust and render a decision thereon; and
 - (b) send a copy of the decision with the reasons therefor to each party to the complaint and to the Minister.

Limitation on complaints

- (3.1) No complaint shall be considered by an adjudicator under subsection (3) in respect of a person where
- (a) that person has been laid off because of lack of work or because of the discontinuance of a function; or
 - (b) a procedure for redress has been provided elsewhere in or under this or any other Act of Parliament.

Where unjust dismissal

- (4) Where an adjudicator decides pursuant to subsection (3) that a person has been unjustly dismissed, the adjudicator may, by order, require the employer who dismissed the person to
- (a) pay the person compensation not exceeding the amount of money that is equivalent to the remuneration that would, but for the dismissal, have been paid by the employer to the person;
 - (b) reinstate the person in his employ; and

- (c) do any other like thing that it is equitable to require the employer to do in order to remedy or counteract any consequence of the dismissal.

5.2 ANALYSIS

5.2.1 DID MLCN CONSTRUCTIVELY DISMISS THUNDERCHILD?

- [36] In *Potter v New Brunswick Legal Aid Services Commission*,¹¹ Wagner, J. said:

30 When an employer's conduct evinces an intention no longer to be bound by the employment contract, the employee has the choice of either accepting that conduct or changes made by the employer, or treating the conduct or changes as a repudiation of the contract by the employer and suing for wrongful dismissal. . . . Since the employee has not been formally dismissed, the employer's act is referred to as "constructive dismissal". The word "constructive" indicates that the dismissal is a legal construct: the employer's act is treated as a dismissal because of the way it is characterized by the law

.....

31 The burden rests on the employee to establish that he or she has been constructively dismissed. . . . [T]he purpose of the inquiry is to determine whether the employer's act evinced an intention no longer to be bound by the contract.

- [37] Thunderchild therefore has the burden of proof in this matter.

- [38] In *Potter*, Wagner, J. goes on to provide guidance on how to approach my consideration of same. He says:

32 Given that employment contracts are dynamic in comparison with commercial contracts, courts have properly taken a flexible approach in determining whether the employer's conduct evinced an intention no longer to be bound by the contract. There are two branches of the test that have emerged. Most often, the court must first identify an express or implied contract term that has been breached, and then determine whether that breach was sufficiently serious to constitute constructive dismissal Typically, the breach in question involves changes to the employee's compensation, work assignments or place of work that are both unilateral and substantial [T]he question is ever one of degree.

33 However, an employer's conduct will also constitute constructive dismissal if it more generally shows that the employer intended not to be bound by the contract. . . . [C]ourts have held that an employee can be found to have been constructively dismissed without identifying a specific term that was breached if the employer's treatment of the employee made continued employment intolerable This approach is necessarily retrospective, as it requires consideration of the cumulative effect of past acts by the

¹¹2015 SCC 10

employer and the determination of whether those acts evinced an intention no longer to be bound by the contract.

34 The first branch of the test for constructive dismissal, the one that requires a review of specific terms of the contract, has two steps: first, the employer's unilateral change must be found to constitute a breach of the employment contract and, second, if it does constitute such a breach, it must be found to substantially alter an essential term of the contract Often, the first step of the test will require little analysis, as the breach will be obvious. Where the breach is less obvious, however, . . . a more careful analysis may be required.

35 [A] finding of constructive dismissal requires that the employer's acts and conduct "evince an intention no longer to be bound by the contract

. . .

37 At the first step of the analysis, the court must determine objectively whether a breach has occurred. To do so, it must ascertain whether the employer has unilaterally changed the contract. If an express or an implied term gives the employer the authority to make the change, or if the employee consents to or acquiesces in it, the change is not a unilateral act and therefore will not constitute a breach. If so, it does not amount to constructive dismissal. Moreover, to qualify as a breach, the change must be detrimental to the employee.

38 This first step of the analysis involves a distinct inquiry from the one that must be carried out to determine whether the breach is substantial

39 Once it has been objectively established that a breach has occurred, the court must turn to the second step of the analysis and ask whether, "at the time the [breach occurred], a reasonable person in the same situation as the employee would have felt that the essential terms of the employment contract were being substantially changed" (*Farber*, at para. 26). A breach that is minor in that it could not be perceived as having substantially changed an essential term of the contract does not amount to constructive dismissal.

40 The kinds of changes that meet these criteria will depend on the facts of the case being considered, so "one cannot generalize": *Sproat*, at p. 5-6.5. In each case, determining whether an employee has been constructively dismissed is a "highly fact-driven exercise" in which the court must determine whether the changes are reasonable and whether they are within the scope of the employee's job description or employment contract Although the test for constructive dismissal does not vary depending on the nature of the alleged breach, how it is applied will nevertheless reflect the distinct factual circumstances of each claim.

. . .

42 The second branch of the test for constructive dismissal necessarily requires a different approach. In cases in which this branch of the test applies, constructive dismissal consists of conduct that, when viewed in the light of all the circumstances, would lead a reasonable person to conclude that the employer no longer intended to be bound by the terms of the contract. The employee is not required to point to an actual specific substantial change in compensation, work assignments, or so on, that on its own constitutes a substantial breach. The focus is on whether a course of conduct pursued by the employer "evinces an intention no longer to be bound by the contract" A course of conduct that does evince such an intention amounts cumulatively to an actual breach. . . .

[39] I will address the first branch of the test. MLCN argues Thunderchild tendered no evidence to show it has neither changed or breached any express or implied term of her employment contract. Thunderchild presented no argument to the contrary on this point. On the evidence, I am unable to identify any express or implied contract term that they have breached and rule MLCN's argument to be well-founded on this point. It therefore become unnecessary for me to address the second part of this first branch—determining whether such a breach was sufficiently serious to constitute constructive dismissal.

[40] This brings me to the second branch of the test. Thunderchild argues MLCN's conduct was such that she had no reasonable alternative but to resign her employment and that amounts to a constructive dismissal. MLCN disagrees.

[41] As instructed by *Potter*, Thunderchild is not required to point to an actual, specific, substantial change to her employment contract that constitutes a substantial breach. *Potter* mandates that I decide whether a reasonable person in the same situation as Thunderchild would have felt that MLCN no longer intended to be bound by the terms of her employment contract. That is an objective test, not a subjective one. The question is determined on the facts of each case. It is worthy of note that my inquiry is not whether Thunderchild is a "reasonable person" and acted accordingly during the period in question. No matter whether that holds true, that is not the inquiry upon which I must embark.

[42] Thunderchild was of the view she worked hard and did a good job. She enjoyed working in the community and had a good rapport with its members. The Chief shared this view. No evidence was tendered to suggest MLCN was of a contrary view.

[43] Thunderchild maintains, however, that her office working environment was another matter. In broad terms, she spoke of being a "victim of lateral violence." She said:

a) this was reflected in her name being forged on documents, inappropriate

treatment in meetings, harassment and derogatory remarks, all in an environment where she was discouraged from raising and discussing such matters with Human Resources and MLCN's Chief and Council;

- b) the impact was devastating—she felt belittled and humiliated;
- c) her health began to suffer;
- d) it was like she was “fed to the wolves”; and
- e) she was “unable to work in that environment.”

[44] MLCN's response to Thunderchild's concerns was more one of disbelief, rather than denial. MLCN called Greyeyes, Zinn and Glencross. They testified they did not witness inappropriate treatment in meetings, harassment and derogatory remarks, but that if they occurred, Thunderchild should have lodged a complaint. They said that without a complaint, they were unaware of the problem and, therefore, could do nothing about it. MLCN's evidence suggested Thunderchild was free to raise her concerns with Human Resources, but did not address the air of discouragement testified to by Thunderchild. While MLCN tendered its Workplace Anti-Violence and Harassment Policy, it did not offer any evidence to show if and how they brought same to the attention of its employees and, in particular, Thunderchild.

[45] I am not satisfied, on the evidence, that Thunderchild was aware of the Workplace Anti-Violence and Harassment Policy. Even if she were, I am of the view she would have been reluctant to lodge a complaint for fear of negative repercussions. It is true that Thunderchild did get to speak with the Chief. While there is no question he was open and willing to look into her concerns, what is equally clear is that they were not followed up on in a manner reasonably expected. For example there was no meeting with Human Resources in the week following the Chief's e-mail to Human Resources. Furthermore, Thunderchild says she never received the letter of extension later drafted.

[46] In *Garneau v. Wabigoon Lake Ojibway Nation*,¹² the adjudicator there found the employer's actions created or allowed the development of an intolerable workplace environment that amounted to a constructive dismissal. In part, he said:

113 . . . [T]here was a lack of civility, decency, respect and dignity towards the Complainant in the latter months of her employment exhibited by Chief and Council. This was reflected not only in the ignoring of her letters and the issues that she brought forth but in the general atmosphere that they allowed to fester within the workplace environment.

[47] I am satisfied a similar situation exists in the case here. There was a lack of civility, decency, respect and dignity towards the Complainant in the latter months of her employment. This was reflected not only in the matters I have articulated above, but in the general atmosphere that MLCN allowed to fester within the workplace environment.

[48] Thunderchild tendered a resignation, retracted it and then resigned again. Though not raised by MLCN, perhaps the question arises whether that might show Thunderchild was prepared to live with or accept some or all of the conditions she has complained of.

[49] The decision of the Supreme Court of Canada in *Farber v. Royal Trust Co.*¹³ provides some assistance in considering that point. The Court said:

. . . . The fact that the employee may have been prepared to accept some of the changes is not conclusive, because there might be other reasons for the employee's willingness to accept less than what he or she was entitled to have.

[50] On the evidence, I am not satisfied Thunderchild accepted the conditions she complained of. On the contrary, she hoped they would be dealt with and resolved. I

¹²(2002) C.L.A.D. No. 334 (Dunlop)

¹³[1997] 1 S.C.R. 846

am of the view Thunderchild acted promptly and reasonably.

[51] I am satisfied that a reasonable person in Thunderchild's situation would have concluded on this basis that MLCN's conduct showed a clear intention to no longer to be bound by her employment contract.

5.2.2 WHAT IS THE APPROPRIATE AMOUNT OF COMPENSATION THAT THUNDERCHILD SHOULD RECEIVE?

[52] Thunderchild testified she diligently sought employment. Though she eventually found work, she lost six (6) weeks lost salary. She claims payment of same. My view is that is reasonable and so order.

[53] Thunderchild testified she incurred seven hundred dollars (\$700.00) for transportation costs related to finding employment. She claims payment of same. My view is that is reasonable and so order.

[54] Thunderchild claims additional damages for "humiliation."

[55] I am satisfied I have the authority to make an award for:

- a) damages or general damages for mental distress¹⁴;
- b) loss of dignity and harm to self-esteem¹⁵;
- c) aggravated damages¹⁶; and

¹⁴*Pierre v Roseau River Tribal Council* (1992), 28 C.L.A.S. 199 (Can. Lab., Schulman)

¹⁵*Joseph v Tl'azt'en First Nation*, [2012] C.L.A.D. No. 184 (Can. Lab., Borowicz)

¹⁶*Wysote v New Brunswick Aboriginal Peoples Council*, [2018] C.L.A.D. No. 52

d) punitive damages.¹⁷

[56] I am persuaded that the circumstances giving rise to Thunderchild's constructive dismissal has caused increased damages that justify additional compensation. I therefore find Thunderchild entitled to six (6) weeks salary.

[57] Under the circumstances of this case, I order MLCN to pay Thunderchild:

- a) pursuant to section 36(1) of the *Federal Courts Act*, interest according to the *Pre-judgment Interest Act* of Saskatchewan; and
- b) costs that I fix at eight hundred dollars (\$800.00).

[58] I reserve jurisdiction to hear and decide any issue concerning the implementation of this decision.

5.2.3 DID THUNDERCHILD APPROPRIATELY MITIGATE HER LOSSES?

[59] In *Achakus v Little Pine First Nation*,¹⁸ I said:

[71] Under ordinary principles of law, a wronged plaintiff is entitled to be put in as good a position as he would have been if there had been proper performance subject to the qualification that the defendant cannot be called upon to pay for losses that the plaintiff could reasonably have avoided. The leading case on the duty of mitigation remains *Red Deer College v Michaels*.¹⁹ There, the court held that:

In the ordinary course of litigation respecting wrongful dismissal, a plaintiff, in offering proof of damages, would lead evidence respecting the loss he claims to have suffered by reason of the dismissal. He may have obtained other employment at a lesser or greater remuneration than before and this fact would have a bearing on his damages. He may not have obtained other employment, and the question whether he has stood idly or unreasonably by, or has tried without success to obtain

¹⁷*Supra*, footnote 14

¹⁸2018 CarswellNat 5883

¹⁹1975 CanLII 15 (SCC), [1976] 2 S.C.R. 324

other employment would be part of the case on damages. If it is the defendant's position that the plaintiff could reasonably have avoided some part of the loss claimed, it is for the defendant to carry the burden of that issue, subject to the defendant being content to allow the matter to be disposed of on the trial judge's assessment of the plaintiff's evidence on avoidable consequences.

[60] MLCN tendered no evidence that suggests Thunderchild failed to take reasonable steps to obtain comparable employment. Thunderchild testified that she sought alternative employment and was eventually successful.

[61] I am satisfied that Thunderchild made reasonable efforts to seek new employment.

Dated at Saskatoon, Saskatchewan, on December 18, 2020.



T. F. (TED)KOSKIE, B.Sc., J.D.,
ADJUDICATOR