Social Security Tribunal of Canada | Tribunal de la sécurité sociale du Canada

Citation: *D. W. v. Canada Employment Insurance Commission,* 2017 SSTGDEI 64

Tribunal File Number: GE-16-2765

BETWEEN:

D. W.

Appellant

and

Canada Employment Insurance Commission

Respondent

SOCIAL SECURITY TRIBUNAL DECISION

General Division – Employment Insurance Section

DECISION BY: Eleni Palantzas

HEARD ON: January 12, 2017

DATE OF DECISION: May 5, 2017

Canada

REASONS AND DECISION

PERSONS IN ATTENDANCE

The Claimant, Mr. D. W. attended the hearing by teleconference.

INTRODUCTION

[1] On May 1, 2013, the Claimant made an initial claim for regular benefits noting that he had no alternative but to leave his employment at the Department of National Defence (DND) on August 3, 2013 because of a change in the law that no longer allowed him to continue to collect his DND pension while he was a DND employee.

[2] On October 29, 2013, the Canada Employment Insurance Commission (Commission) denied the Claimant's application for regular benefits because he did not show that he had just cause for leaving his employment by exhausting all reasonable alternatives. On November 18, 2013, the Claimant requested that the Commission reconsider its decision however; on December 4, 2013, the Commission maintained its decision.

[3] On December 17, 2013, the Claimant appealed to the General Division of the Social Security Tribunal (Tribunal) and on June 24, 2014, the General Division dismissed the Claimant's appeal. The Claimant subsequently appealed to the Appeal Division of the Tribunal and on July 14, 2016. It allowed the Claimant's appeal and asked that the file be returned to the General Division for a new hearing.

[4] The present hearing was held by teleconference because (a) credibility was not anticipated to be a prevailing issue (b) the Claimant was going to be the only party in attendance and (c) the form of hearing respects the requirement under the Social Security Tribunal Regulations to proceed as informally and quickly as circumstances, fairness and natural justice permit.

ISSUE

[5] The Member must decide whether the Claimant demonstrated just cause for leaving his employment on August 3, 2013, and whether he should be disqualified from receiving any benefits pursuant to sections 29 and 30 of the Employment Insurance Act (EI Act).

EVIDENCE

[6] The Claimant applied for employment insurance regular benefits after leaving his employment with DND on August 3, 2013 where he was employed as a full-time, Class B - Reservist at X - X, X. He left because the employer implemented an annuitant (pension) policy change that prevented him from collecting his $49,000.00 per year DND pension while being paid his annual DND salary of $95,000.00. The change was announced in April 2012 and would be imposed after 365 days of continuous service which for the Claimant was effective August 4, 2013. The Claimant noted that his continued employment would result in (a) his gross income being reduced by 36.7% and (b) he would lose the Canadian Forces Superannuation Act (CFSA) pension annuity indexing factor credits of 14% (would be reset to zero) that he had accumulated since July 2006 when he started receiving his pension. The Claimant advised the Commission that he had attempted to secure employment after being given notice of the change and prior to quitting. He provided details of four applications he had submitted plus, his efforts to be employed with DND again on a casual, part-time and/or contract as a civilian or reservist in June, July and August 2013 (GD3-2 to GD3-12, GD3-19 to GD3-25, GD3-30 to GD3-46 and GD3-79 to GD3-93).

[7] The Record of Employment (ROE) indicates that the reason for separation on August 3, 2013 as “K- Other” noting that there was “DND Annuitant Policy change”. The Claimant was paid a severance and vacation pays. The employer confirmed that the Claimant was released upon his request because of the annuitant policy change (GD3-13 to GD3-20).

[8] A copy of the Canadian Forces General directive dated April 12, 2012 indicates that a pension will be recovered/ceased if the Canadian Forces member works for a continuous period of 365 days or more plus, that member would start to contribute to the plan again and the

member's CFSA annuity indexing would stop until he/she is again released - details were provided (GD3-26 to GD3-29 and GD3-71 to GD3-78).

[9] On October 29, 2013, the Commission advised the Claimant of its decision to deny him benefits because he had left his employment without just cause on August 3, 2013 as leaving was not his only reasonable option (GD3-47).

[10] The Claimant requested that the Commission reconsider its decision noting that he had just cause for leaving his employment due to the significant reduction in his gross income and because he would lose his CFSA annuity indexing benefits because of the employer's new directive. He argued that he had just cause pursuant to paragraph 29(c)(vii) of the EI Act – significant modification of terms and conditions respecting wages or salary. The Claimant provided background details regarding the imposed changes, the resulting reduction to his gross income (salary + pension income) and loss of his pension indexing if he remained employed in the same capacity. He noted that although his actual wages from the employer were not being reduced, what should be considered is the fact that the employer was now imposing a condition that had to be met in order to continue to work for them and that affected his overall gross income. Further, the Claimant provided evidence to show that he would experience a 14% of his indexing credits that he was accumulating since 2006, if he remained employed and started contributing to the pension plan again (GD3-75). The Claimant noted that it is unreasonable for the Commission to suggest that he should remain employed and "blindly accept and comply with the imposed conditions" as an alternative to unemployment. The Claimant further noted that continuing to work until he found alternative employment was an option that he actively pursued up until August 3, 2013 (GD3-50 to GD3-93).

[11] On December 4, 2013, the Commission advised the Claimant that it is maintaining its initial decision. It explained that his case did not meet the conditions of paragraph 29(c)(vii) of the EI Act because the policy change reduced his pension income and not his actual DND salary/wages. Further, the Claimant did not exhaust the reasonable alternative of remaining employed while seeking other employment that would allow him to collect his pension. The Claimant was advised that the initial disqualification decision was being maintained (GD3-94 to GD3-97).

[12] The Claimant provided further submissions and a news article from the Ottawa Citizen dated November 13, 2012 entitled “Reducing the Number of Full-Time Canadian Forces Reservists to Save Money”. It indicates that one way that the Canadian Forces and the employer (DND) are going to cut costs “is to get rid of Class B and other reservists who are serving on full-time contracts”. It notes that the cuts began in April 2012 to reduce the number of full-time reservists by 1730 over 3 years (GD5-8). Further, an article from Veterans Affairs Canada dated February 27, 2013, commends Queen’s university’s commitment to give priority hiring to Canada’s veterans (GD5-9).

Testimony

[13] The Claimant reiterated his reasons for appeal as per his previous submissions. He testified that for several years he was employed and receiving his pension (civilian job 2006 - 2008; Afghanistan operation 2008-2012 and domestically as a full-time Reservist 2012 to August 3, 2013). The Claimant confirmed that he was given notice of the annuity change in April 2012, one year in advance of August 3, 2013 when it came into effect for him.

[14] The Claimant stated that he had no reasonable alternative but to leave on August 3, 2013, after which, he would be drastically affected by the employer’s decision. The Claimant testified that he has just cause pursuant to paragraph 29(c)(xiii) of the EI Act because of undue pressure by the employer for him to leave his employment. He was not harassed by the employer per se, but the DND annuitant policy was doing exactly that - “If you want to continue working here, take a drastic pay cut”. The Claimant noted in GD3-26, paragraph 2, the employer stated that “it is recognized that this change in the availability of option one … has the potential for significant impact on both individuals and units”. The Claimant testified that he and his colleagues had financial commitments that were impacted severely and as a result there were a lot of grievances. Secondly, the Claimant stated that the change was meant as a workforce reduction referring to the news article (GD5-8) that coincided with the employer’s annuity announcement reporting that the intent of the change was to “reduce numbers”. The Claimant stated that the employer wasn’t going to tell them to quit, but they knew that the changes “would force people to leave”. Thirdly, the Claimant stated that the employer recognized that he had not “quit” and that may be the reason he was given a severance package

and the employer indicated the reason for separation on his ROE as “Other - K” and noted “DND Annuitant Policy change”. The Claimant stated that this proves the change was essentially a workforce reduction and/or shortage of work situation.

[15] Regarding alternatives to leaving, the Claimant stated that he disagrees with the Commission’s submission that a reasonable alternative would be to stay employed until such time as he was assured of other employment for two reasons: 1. because of the significant decrease in his gross income where one day he is earning 36% more than the next day. He feels that the fact that he was earning $95,000/year is clouding the issue and should not be a consideration. 2. He made several attempts and pursued several options from the time the change was announced and when he was forced to leave. The Claimant testified that initially, for the first 12 months, the employer was looking for ways to keep people and the Forces did not want to lose him, so they were looking for a myriad of options for him. The Claimant points to the emails from colleagues in June and July 2013 (AD1B-5) where the employer was considering all along that he/they remain as a Class A Reservist part-time to use his knowledge and he can continue to receive his pension. He was placed on a “PRL” or Primary Reserve List. He was willing to go from full-time status to part-time the next day and he was confident that was going to be the case. When he realized that this option was not coming through in time (slow to implement) he applied to Queen’s University and was confident again that he would be given priority as per the evidence already provided (GD5-9). He testified that he also applied to St. Lawrence College and to 4 other contacts but nothing came through in time.

[16] The Claimant noted the Appeal Division’s decision (paragraph 11) noting that he was misled by the Commission’s position which the Appeal Division notes is contrary to the settled law that it is not necessary for the circumstances faced by him to be perfectly reflected in subsection 29(c) of the EI Act. He therefore, wants the opportunity to make further submissions addressing this point.

[17] The Member granted the request and provided several weeks for submissions and any further reply from the Commission by February 3, 2017.

[18] The Claimant provided a summary of his position as stated in his testimony in a document sent after the hearing. He supplemented by adding that the DND and Canadian

Armed Forces intended to reduce the military work force on Class B Reservist status which resulted in a workforce reduction program, although the annuitant change was not formally announced as such. The Claimant pointed again, as per his testimony, to the Ottawa Citizen article, ROE, colleague emails and the severance he was paid as evidence for his position. The Claimant reiterated his arguments as to why the alternatives suggested by the Commission were not reasonable options and thus, he had just cause for leaving when he did (RGD2).

[19] The Claimant provided evidence of the type of one year contracts he has now been able to work under since leaving but that was not implemented on August 3, 2013. This is the type of employment (as a Class A Reservist) is what he was hoping to transition into during the first year after the annuity change was announced (RGD4).

SUBMISSIONS

[20] The Claimant submitted that he had just cause in leaving his employment pursuant to paragraphs 29(c)(vii), 29(c)(xiii) and 29(c)(xiv) of the EI Act. He had no alternative but to leave on August 3, 2013, because of undue pressure by the employer to leave his employment by creating unpalatable conditions. The Claimant also submitted that although he acknowledges the Commission's position that his pension is not by strict definition "salary or wages", his gross income would be significantly (36.7%) reduced if he remained employed. He was being forced to surrender his pension and the commensurate 14% indexing factor that he had accumulated would be lost and reset to zero as of August 4, 2013, if he continued to work in the same capacity at the employer. The Claimant submitted that the Commission's suggestion that staying employed while seeking or securing other employment is not a reasonable alternative considering the "significant modification of terms and conditions" on his take home pay. He submitted that the employer's intent for implementing this change was to reduce the workforce, and although not referred to as such, was in effect a result of a "shortage of work" after the Afghanistan operations were reduced.

[21] Further, the Claimant submitted that he knew that other colleagues had to leave their same employment for the same reason and under the same circumstances, and since they had established just cause and were granted benefits, his conclusion (lead to believe) that he also

had just cause to leave. The Claimant submitted that this is a unique situation and that claimants employed at DND should be treated equally and uniformly (GD2, GD5 and AD4).

[22] The Commission submitted that the facts in this case are not disputed. It is the Commission's position "that the claimant did indeed act reasonably in voluntarily leaving his employment" however; the legal test is not whether the Claimant acted reasonably, but whether he exhausted reasonable alternatives. The Commission submitted that the Claimant left his employment without just cause when he made the personal choice to leave without exhausting the reasonable alternative of remaining employed in a well-paid job (at $95,000.00/year) and as a "contributor" to the pension plan while seeking and becoming reasonably assured of other employment that would allow him to once again become a "beneficiary" of the pension plan by collecting his pension. The Commission submitted that it did take into consideration the whole of his circumstances i.e. the effects of the changes on his "entire gross income" however, notes that case law has not found just cause to be shown in cases where similar changes would affect or threaten non-wage or salary related income (FCA A-0175-96). In response, the Claimant's request that other cases of his colleagues be reviewed, the Commission submitted that all cases are assessed in light of their individual circumstances.

ANALYSIS

[23] The relevant legislative provisions are reproduced in the Annex to this decision.

[24] Sections 29 and 30 of the EI Act stipulate that a claimant who voluntarily leaves his/her employment is disqualified from receiving any benefits unless he/she can establish 'just cause' for leaving.

[25] The Member recognizes that it has been a well-established principle that just cause exists where, having regard to all the circumstances, the Claimant was left with no reasonable alternative to leaving pursuant to subsection 29(c) of the EI Act (Patel A-274-09, Bell A-450-95, Landry A-1210-92, Astronomo A-141-97, Tanguay A-1458-84).

[26] The Member first considered that it is incumbent of the Commission to show that the Claimant left his employment voluntarily. In this case, it is undisputed evidence that the Claimant voluntarily left his employment on August 3, 2013. The Member notes that although

the Claimant has put forth an argument that the employer should have used "Code A - Shortage of Work" on the ROE (RGD2-3), he also acknowledges that it has been clearly established that he "…did leave his employment voluntarily, in order for the work force reduction targets to be met" (GD2-2). The Member understands the Claimant's explanation that a shortage of work necessitated a workforce reduction, that in turn, the employer addressed with its decision to implement the "DND Annuitant Policy Change". The Member also noted that the employer did indicate the reason for separation as "Code K: DND Annuitant Policy Change". The Member finds however, that ultimately the reason the Claimant is no longer employed is because he voluntarily left his employment on August 3, 2013. The reasons will be considered below.

[27] The onus of proof then shifts to the Claimant to show that he left his employment for just cause (White A-381-10, Patel A-274-09). In this case, the Member disagrees with the Commission and finds that the Claimant met that onus by showing that he had exhausted all reasonable alternatives when he left his employment by the August 3, 2013 deadline. The Member finds therefore that, for the reasons to follow, the Claimant had just cause for leaving his employment on August 3, 2013 pursuant to paragraph 29(c) of the EI Act.

[28] The Member first considered the circumstances referred to in subsection 29(c) and whether any existed at the time the Claimant took leave from his employment. According to case law, these circumstances must be assessed as of that time (Lamonde A-566-04). The Member notes that this is not an exhaustive list of circumstances where just cause can exist. According to subsection 29(c) the onus is on the Claimant to show that he had no alternative to leaving, having regard to all the circumstances that existed at the time that he left.

[29] In this case, the Claimant initially made submissions based on his understanding that it was necessary for the circumstances of his situation to be perfectly reflected in subsection 29(c) of the EI Act. He therefore, submitted that he had just cause in leaving his employment because he had no reasonable alternative but to leave on August 3, 2013, pursuant to paragraphs 29(c)(vii) - significant modification of terms and conditions respecting wages or salary, 29(c)(xiii) - undue pressure by an employer on the Claimant to leave his employment, and 29(c)(xiv) - any other reasonable circumstances that are prescribed. The Claimant acknowledged that the latter was not applicable to his situation.

[30] The Claimant submitted that the employer, by implementing an annuitant policy change, created such unpalatable conditions that it put pressure on him to leave when he did. It is the Claimant's position, that although the change did not directly affect his DND wages/salary, it was a significant "modification to the terms and conditions" of his take home income. That is, it was a significant reduction of his gross income plus it affected his pension in the long run. If he continued to work in the same capacity at the employer, the Claimant would have to mandatorily give up receiving his pension thus, reducing his gross take home income by 36.7% (by $49,000/year). Plus, the 14% indexing factor on his pension that he had accumulated since 2006 would be reset to zero as of August 4, 2013. The claimant argued that he had no alternative but to leave and disagrees with the Commission's submission that staying with the employer while attempting to secured alternative work whereby he can again be in receipt of his pension, is not reasonable. He argues therefore, that he had just cause to leave employment pursuant to paragraphs 29(c)(vii) and 29(c)(xiii) of the EI Act.

[31] The Commission, on the other hand, is of the opposite opinion. It submitted that the Claimant left his employment without just cause because, although he may have acted very reasonably, he did not meet the test of showing that he left only after exhausting the reasonable alternative of remaining employed in his well-paid position and as a "contributor" to the pension plan while seeking and securing/becoming assured of other employment that would allow him to once again become a "beneficiary" of the pension plan by collecting his pension. The Commission submitted that it did take into consideration the whole of his circumstances i.e. the effects of the changes on his "entire gross income" however, notes that case law has not found just cause to be shown in cases where similar changes would affect or threaten non-wage or salary related income (FCA A-0175-96).

[32] The Member finds that, having regard to all the circumstances, the Claimant had no reasonable alternative but to leave his employment on August 3, 2013 for several reasons.

[33] First, the Member considered the circumstances/events that existed at the time of separation. The Member finds that it is the employer's announced decision of April 2013 that unilaterally imposed conditions on the Claimant (and all other full-time annuity recipients) and dictated when its decision had to be implemented. The Member finds therefore that the

employer's "DND Annuitant Policy change" significantly modified the terms and conditions of the employer/employee contract or agreement. It is undisputed evidenced, that upon hire (and for several years prior in other roles), the employer and Claimant agreed to a given salary and terms that allowed the Claimant to concurrently continue to receive his pension. Although it is open for the parties to negotiate modifications and/or to even breach their contract, in this case, the Claimant (and others) did not have a choice in the matter. It was the employer who unilaterally decided to change the conditions of employment that negatively, and significantly, affected his gross take home income and pension indexing. The Member agrees with the Claimant that by doing so, the employer created conditions that placed pressure on him and others in the same situation to leave. The Member finds it important to note that the Claimant would be monetarily disadvantaged to a significant extent by the employer's decision whether he stayed or left his employment. On August 3, 2013, the Claimant would either experience a 36.7% loss of his take home income (lose $49,000 pension) plus loss of his pension indexing, if he stayed; or he would experience a 70% loss of his take home income (lose $95,000 wage) but preserve his accumulated pension indexing, if he left. It is the opinion of the Member that the Claimant was unfortunately placed in a situation where, due to no fault of his own, he had to choose between two unreasonable alternatives by the (in his case) imposed date of August 3, 2013.

[34] The Member disagrees with the Commission's position therefore that the Claimant did not exhaust the 'reasonable' option of remaining in his well-paid position while he sought and secured other employment that would allow him to once again be in receipt of his pension. The Member finds that by coming to this conclusion the Commission is not considering that by staying, the Claimant would not only experience a significant 36.7% reduction in his take home income, he would also lose the pension indexing he was accumulating since 2006 which is an important consideration. The Member finds that regardless of whether he would be making even less money if he left, it does not make the alternative of staying a reasonable one. Further, the Member notes that the legal test herein is not for the Claimant to show that he chose the best of the "more reasonable" options or, in this case, of the two unreasonable options. The Claimant is tasked with showing that he exhausted all reasonable options before putting himself in an unemployment situation. The Member agrees with the Claimant that staying employed with the

employer given the conditions imposed beyond August 3, 2013, was not a reasonable alternative.

[35] Second, the Member considered the Claimant's submission that he did not immediately leave his employment when the employer announced its decision in April 2012. The Claimant testified that during the 15 months from when the employer announced its decision and August 3, 2013, he attempted to secure other employment with his employer that would allow him to continue to receive his pension (become a Class A Reservist). When he saw that by June and July, 2013 the employer, despite reassurances, was slow in implementing this option, he started to apply to other employers. He felt especially assured that he would secure employment with Queen's University given his credentials and its previous announcement that it would be giving prior to veterans (GD5-9). The Claimant provided evidence to support his testimony (AD1B-5, GD3-79 to GD3-81, GD3-87). The Claimant subsequently (and continues) to be employed with the employer as a Class A Reservist (RGD4). The Member finds that the Claimant did attempt to secure alternative employment with both his employer and other employers but ran out of time before the employer's imposed deadline of August 3, 2013.

[36] Third, the Member considered the Commission's position that case law has not found just cause pursuant to paragraph 29(c)(vii) of the EI Act (significant modification of terms and conditions respecting wages or salary) in cases where claimants quit their employment in order to gain some financial advantage or avoid a financial disadvantage because of an anticipated change or threat to their non-wage/salary related income, such as a pension, a severance pay provision or retirement package (FCA A-0175.96, CUBS 10569, 21047 and 25325). The Member however, disagrees with the Commission that these cases are analogous to the case at hand because the Claimant quit as a result of his non-wage or salary related income (pension) being threatened (GD4-6). Unlike these cases, the Claimant did not precipitously leave his employment when the changes were announced in anticipation of a possible change to his pension. On the contrary, the Claimant remained employed and attempted to secure employment that would in fact mitigate the effects of the change up until the definite implementation date. The Claimant did not gain a financial advantage by quitting nor could he avoid a financial disadvantage whether he quit or stayed with the employer. The Member also notes the arguments put forth by the Claimant (GD5-4 and GD5-5).

[37] Finally, the Member notes that case law supports the findings herein. For instance in cases where there was a change in the conditions of employment, Umpires have found that it is not reasonable to expect claimants to continue working with their employer where there was a breach of the employment agreement; where there was a change in the conditions of employment that could not be resolved even after speaking with the employer (CUB 67921 and CUB 43161). As argued above, in this case, the employer implemented a unilateral change that significantly and negatively affected the Claimant.

[38] Further, in a recent case, Canada (Attorney General) v. Hong, 2017 FCA 46, the claimant had to retire by a specific date in order to retain her healthcare and dental benefits upon which both she and her husband relied and would likely continue to do so during retirement. The Federal Court of Appeal upheld the principal, that given the claimant's reliance on these benefits, the roll back of the coverage was akin to a significant modification in wages and salary and thus, she had just cause for leaving her employment. In this case, the Claimant also had to quit his full-time Class B Reservist position by a specified date in order to retain his pension and the commensurate accumulated indexing. The Claimant relied on his pension as a form of income for several years and the employer's imposed annuitant policy change significantly impacted his gross take home income going forward.

[39] For all these reasons, the Member finds that, having regard to all the circumstances, the Claimant met the onus placed upon him to demonstrate that he had no reasonable alternative but to leave his employment on August 3, 2013 pursuant to paragraph 29(c) of the EI Act.

[40] The Member therefore finds that the Claimant had just cause for voluntarily leaving his employment on August 3, 2013 and therefore should not be disqualified from any benefits pursuant to sections 29 and 30 of the EI Act.

CONCLUSION

[41] The appeal is allowed.

Eleni Palantzas
Member, General Division - Employment Insurance Section

ANNEX

THE LAW

Section 29 of the EI Act stipulates that for the purposes of sections 30 to 33,

> **(a)** *employment* refers to any employment of the claimant within their qualifying period or their benefit period;
>
> **(b)** loss of employment includes a suspension from employment, but does not include loss of, or suspension from, employment on account of membership in, or lawful activity connected with, an association, organization or union of workers;
>
> **(b.1)** voluntarily leaving an employment includes
>
> > **(i)** the refusal of employment offered as an alternative to an anticipated loss of employment, in which case the voluntary leaving occurs when the loss of employment occurs,
> >
> > **(ii)** the refusal to resume an employment, in which case the voluntary leaving occurs when the employment is supposed to be resumed, and
> >
> > **(iii)** the refusal to continue in an employment after the work, undertaking or business of the employer is transferred to another employer, in which case the voluntary leaving occurs when the work, undertaking or business is transferred; and
>
> **(c)** just cause for voluntarily leaving an employment or taking leave from an employment exists if the claimant had no reasonable alternative to leaving or taking leave, having regard to all the circumstances, including any of the following:
>
> > **(i)** sexual or other harassment,
> >
> > **(ii)** obligation to accompany a spouse, common-law partner or dependent child to another residence,
> >
> > **(iii)** discrimination on a prohibited ground of discrimination within the meaning of the *Canadian Human Rights Act*,
> >
> > **(iv)** working conditions that constitute a danger to health or safety,
> >
> > **(v)** obligation to care for a child or a member of the immediate family,
> >
> > **(vi)** reasonable assurance of another employment in the immediate future,
> >
> > **(vii)** significant modification of terms and conditions respecting wages or salary,

(viii) excessive overtime work or refusal to pay for overtime work,

(ix) significant changes in work duties,

(x) antagonism with a supervisor if the claimant is not primarily responsible for the antagonism,

(xi) practices of an employer that are contrary to law,

(xii) discrimination with regard to employment because of membership in an association, organization or union of workers,

(xiii) undue pressure by an employer on the claimant to leave their employment, and

(xiv) any other reasonable circumstances that are prescribed.

Subsection 30(1) of the EI Act stipulates that a claimant is disqualified from receiving any benefits if the claimant lost any employment because of their misconduct or voluntarily left any employment without just cause, unless

(a) the claimant has, since losing or leaving the employment, been employed in insurable employment for the number of hours required by section 7 or 7.1 to qualify to receive benefits; or

(b) the claimant is disentitled under sections 31 to 33 in relation to the employment.

Section 51.1 of the Regulations stipulates that for the purposes of subparagraph 29(c)(xiv) of the Act, other reasonable circumstances include:

(a) circumstances in which a claimant has an obligation to accompany to another residence a person with whom the claimant has been cohabiting in a conjugal relationship for a period of less than one year and where

(i) the claimant or that person has had a child during that period or has adopted a child during that period

(ii) the claimant or that person is expecting the birth of a child, or

(iii) a child has been placed with the claimant or that person during that period for the purpose of adoption; and

(b) circumstances in which a claimant has an obligation to care for a member of their immediate family within the meaning of subsection 55(2).