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

Citation: *B. E. v Canada Employment Insurance Commission*, 2019 SST 1397

Tribunal File Number: AD-19-546

BETWEEN:

B. E.

Appellant

and

Canada Employment Insurance Commission

Respondent

SOCIAL SECURITY TRIBUNAL DECISION
Appeal Division

DECISION BY: Stephen Bergen

DATE OF DECISION: December 9, 2019

DECISION AND REASONS

DECISION

[1] The appeal is dismissed.

OVERVIEW

[2] The Appellant, B. E. (Claimant) left his employment because of his employer's restructuring plans and because he believed that the changes meant a significant reduction in his compensation and a significant change his work duties. The Claimant told the employer that he considered himself to have been constructively dismissed.

[3] When the Claimant applied for Employment Insurance, the Respondent, the Canada Employment Insurance Commission (Commission) refused his claim. It found that he had voluntarily left his employment without just cause, and it maintained this decision when the Claimant asked for a reconsideration. The Claimant appealed to the General Division of the Social Security Tribunal but his appeal was dismissed. He is now appealing to the Appeal Division.

[4] The appeal is dismissed. I accept that the General Division erred in law in how it considered that the Claimant's pay would not be significantly reduced. I have remedied this error, but I still reach the same conclusion as the General Division. The Claimant did not have just cause for leaving his employment.

WHAT GROUNDS MAY I CONSIDER?

[5] The Appeal Division may intervene in a decision of the General Division, only if it can find that the General Division has made one of the types of errors described by the "grounds of appeal" in s.58(1) of the *Department of Employment and Social Development* Act (DESD Act).

[6] "Grounds of appeal," means reasons for appealing. I am only allowed to consider whether he General Division made one of these types of errors[1]:

a) The General Division did not follow procedural fairness.
b) The General Division did not decide an issue that it should have decided. Or, it decided something that it did not have the power to decide.
c) The General Division made an error of law when making its decision.
d) The General Division based its decision on an important error of fact.

ISSUES IN THIS CASE

[7] Did the General Division act unfairly by relying on evidence that was not provided to the Claimant?

[8] Did the General Division make an error of law by finding that the Claimant did not experience a significant pay reduction because the reduction was a business decision?

[9] Did the General Division make an error in law by finding that the Claimant had no pay reduction because it related to a shift change?

[10] Did the General Division make an important error of fact by accepting the employer's opinions instead of his documentary evidence?

[11] Did the General Division make an error of law by not considering the question of constructive dismissal?

[12] Did the General Division make an error of law by not considering the Claimant's need to act quickly for the purpose of a constructive dismissal lawsuit as a relevant circumstance?

[1] These grounds are a plain language paraphrase of the grounds of appeal described in section 58(1) of the DESD Act. For the actual grounds, please consult the DESD Act.

ANALYSIS

Was the process fair?

[13] In his application for leave to appeal, the Claimant challenged the General Division's reliance on statements from the employer. The Claimant said that he did not have a transcript of these statements and that he did not know the identify of the person on whom the General Division relied. The Claimant referred in his submissions of this person as a "mystery contact".

[14] In its decision, the General Division relied on evidence from an audio recording of a conversation between the Claimant and his manager, which was entered into evidence.[2] When I granted leave, I presumed that this was the recording for which the Claimant required a transcript. I understood that this audio recording may have been a portion of a conversation arranged as some form of pre-hearing conference. On that basis, I accepted that there was an argument that the Claimant may not have had an adequate opportunity to explain or challenge that recording.

[15] However, the Commission's submissions have made it clear that this recording was provided to the Commission by the Claimant himself, and then forwarded to the Tribunal by the Commission. The Claimant confirmed to the Appeal Division that he was the one who recorded that conversation between himself and his manager and that it was part of the record because he gave it to the Commission originally.

[16] At the Appeal Division, the Claimant pointed to paragraph 13 of the General Division decision and explained that his real concern was that there was some other "agent of the employer" that gave the General Division information on which it relied to reject the Claimant's credibility. When the Claimant refers to the General Division's reliance on a "mystery contact" throughout his submissions, he is referring to the agent described by the General Division in paragraph 13.

[17] I do not accept that the General Division obtained or relied on evidence that was not in the General Division file. I find that the General Division properly relied only on evidence that

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[2] GD3A-15c

was produced by the Claimant, or produced by the Commission and disclosed to the Claimant. The General Division stated that the Claimant's manager said (in the audio recording[3]) that the merger of the Claimant's department had not been finalized and that it was a step-by-step process that might be in one, two or three years. The General Division said that this was evidence was consistent with what the agent of the employer told the Commission.

[18] The Commission file included notes of a conversation between the Commission and "R." at the Claimant's employer.[4] R. told the Commission that the Claimant's department had not yet been changed and that the date of anticipated changes had not been finalized. The Claimant confirmed to the Appeal Division that R. works for the employer`s Human Resources.[5]

[19] The Claimant does not believe that R. is the employer agent to whom the General Division was referring. However, R.'s statement is the most substantive of the two employer statements on file. That statement appears to be "consistent" with what the General Division understood the manager to be saying in the recorded conversation.

[20] Furthermore, it would be completely improper for the General Division to seek out or receive evidence that was not on the evidentiary record, let alone to fail to disclose its reliance on such evidence. The Claimant has no basis for believing that the General Division relied on an undisclosed source, other than his assertion that the notes of the conversation with R. are not substantial enough. I must presume that the General Division acted properly and appropriately.

[21] I find that the General Division was referring to R.'s statement, which was on file and disclosed to the Claimant. The Claimant has not shown me that the General Division acted unfairly by relying on that statement.

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[3] GD3A-15c
[4] GD3-40
[5] Also confirmed in GD3-15

Was there a significant pay reduction?

[22] The Claimant argued that it was irrelevant that his salary had been reduced because of a change in business needs. He submitted that the General Division made an error of law when it found that he did not suffer a significant change for this reason.

[23] However, the relationship of the pay reduction and the employer's business needs was not the reason for the finding that the Claimant would not suffer a significant change. The Claimant was of the view that the General Division had accepted that he experienced a 10% pay reduction, but he is mistaken. The General Division found that there had not been a pay reduction at all.[6]

[24] The General Division did observe that, **if** there had been a 10% reduction made in the interest of business needs, it would not consider it to be significant. The Claimant argued that a 10% pay reduction is a large pay reduction and therefore clearly significant. However, the General Division did not need to determine if a 10% reduction in pay would be large enough to be significant because it had already found that there was no reduction.

What qualifies as a pay reduction?

[25] The next question is whether the General Division made an error in finding that there had not been a pay reduction. The General Division said that the employer had not reduced the Claimant's pay, "because the Claimant told the Commission that the reason for the reduction in his pay was the shift change". The Claimant argued that it was an error of law for the General Division to disregard the effect of the loss of his shift premium on his pay. He submits that the reason for the pay reduction does not matter: The effect of the loss of the shift premium would be to reduce his total compensation. In other words, the Claimant is arguing that the General Division relied on an irrelevant consideration.

[26] I accept that the General Division discounted the Claimant's potential loss of compensation because it was related to a shift change. The General Division made the following

[6] General Division, para. 36

comments that suggest that its focus was on the nature of the pay reduction, and not on whether the pay reduction was of significance:

- "the employer was within its right to organize itself in the interests of its business needs";
- "there is no evidence … that [the Claimant's] salary would be reduced as a result of the merger of the TPS and APS[7] teams";
- "the reason for the reduction in his pay was the shift change"; and,
- "I do not find that [a reduction in pay of 10% because of loss of shift premium], which was made in the interest of business needs, represents a significant change".

[27] The Claimant did not choose to give up the late shift premium. He stated to the General Division that he had been assigned to work the late shift on a permanent basis from the time that he was hired until he left the employer.[8] Shortly before he quit, the Claimant was asked to indicate his preferred shifts on a form. His first and second choices were shifts from 1:30 p.m. To 10:00 p.m. The 10% shift premium was applied to those shifts in which an employee worked four hours or more past 5 p.m.[9] In his response to the employer's email which attached the shift selection form, he commented that his "preference was to keep [his] shift differential (premium) intact."[10]

[28] When the employer requested the shift preferences of its employees, it may well have been planning to impose a new shift schedule. If the employer gave the Claimant the shifts that he selected, the Claimant would have been able to maintain his shift premium. However, the General Division accepted that the Claimant was told that he would be put on a daytime shift.[11] If the Claimant had been put on the daytime shift as he expected, he would have been ineligible for the 10% shift premium.

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[7] "TPS" means Technical Product Support; "APS" means Advance Product Support.
[8] GD16-5, item 22
[9] GD3-40
[10] GD2-10
[11] General Division decision, para. 34

[29] I agree with the Claimant that the shift-change nature of his claimed or anticipated loss of compensation is irrelevant. The fact that the employer may have had good business reasons for making scheduling changes may be relevant to whether the Claimant was unduly pressured to leave, but it has nothing to do with whether the schedule changes represent a significant change in any terms of employment.[12]

[30] Section 29(c)(vii) of the Employment Insurance Act requires consideration of any significant modification of "terms and conditions" that relate to wages or salary." The effect of removing or restricting the Claimant's access to the late shift would be to reduce his hourly wage rate and his total compensation. Therefore, a change in the Claimant's scheduling that reduces or restricts his access to the shift premium would be a change to the terms of his employment that affect his wages within the meaning of section 29(c)(vii).

[31] The General Division made an error of law by using the nature or type of the Claimant's pay reduction to exclude that reduction from consideration as a "significant change in the terms of his wages or salary".

Opinions vs. hard evidence

[32] The Claimant said that the General Division made an important error of fact when it accepted the employer's "opinions" over what he describes as "hard evidence".

[33] By "opinion" evidence, I presume the Claimant is referring to what his manager said in his recorded conversation with the Claimant, as well as notes of the employer's statements to the Commission.

[34] By "hard" evidence, I presume the Claimant is referring to the documents he submitted which include the following:

[12] See *Astronomo v. Canada (Attorney General)*, A-141-97, where the Court found that it was an error to focus exclusively on whether an employer's reorganization of its business was in good faith.

- A January 10, 2019, email from the call centre director, confirming that the Claimant's Technical Product Support team and the Advance Product Support, had been jointly renamed as Advance Technical Support.

- What seems to be a job posting describing the duties of the technical product support analyst position at his employer.[13] The Claimant refers to this in his submissions as the "job agreement letter".[14]

- A February 11, 2019, email exchange confirming the shift changes he was offered, and his stated preference to retain the shift premium.[15]

- An earnings statement prepared by his employer with a pay date of February 15, 2019, showing an hourly rate of $24.16.[16]

- An earnings statement with a pay date of March 15, 2019, showing an hourly rate of $21.97.[17]

[35] The Claimant is concerned that the General Division accepted the employer's evidence regarding the state of the employer's restructuring, the pace of change, and the effect of the workplace changes on the Claimant's job and earnings. The General Division relied on the Claimant's manager's statements to find that the TPS and APS teams were not fundamentally different based on their core functions. The General Division also accepted that employers were still working in the TPS role at the time that the Claimant left functions, that the merger of the two teams had not yet happened, and that the Claimant's role had not yet changed.

[36] The Claimant argued that the General Division should have been required to rely instead on what he calls "hard" evidence. He believes that his own evidence was objectively true and that it incontrovertibly contradicted the employer's evidence. In essence, the Claimant is asking

[13] GD3-43
[14] See for example AD7-5, items 3 and 4.
[15] GD2-10
[16] GD3-28
[17] GD3-29

me to find that the General Division's findings on these matters are inconsistent with the evidence, and therefore wrong.[18]

[37] However, the Claimant's documentary evidence was not such that it would require the General Division to agree with the Claimant's position, as I outline in the following paragraphs:

[38] The employer's decision to refer to the TPS and APS teams by a single name would be a logical step in a merger of functions. However, the name change does not prove that the functions had been merged or that a merger was imminent. It was open to the General Division to take a different view.

[39] The job posting suggests that the TPS role was different from that of the APS. The job posting describes the TPS as second-level support. The primary function of TPS was to support APS so that the APS could support end-users. Nothing in the posting, or in the Claimant's submissions would prevent the General Division from concluding that the TPS core functions were unique or that the position was fundamentally different from the APS position.

[40] The shift bid was circulated on February 11, 2019, according to the email date. It is quite possible that the timing of that shift bid had something to do with planning for, or implementing, the employer's restructuring process. But it does not establish that a merger of teams had already occurred or was imminent.

[41] The Claimant submitted two earnings statements. One was a regular statement from the pay period from February 1 to February 15, 2019. The other is a final earnings statement given to the Claimant after he left his employment on February 25, 2019. The Claimant is correct that the first one stipulates an hourly pay rate of $24.17 (rounded). The last one is exactly 10% less at $21.97. However, as the General Division noted, the $1160.00 in pay recorded for the final 48 hours of work calculates to $24.17 per hour. Therefore, the Claimant was paid the premium rate until he left his employment, even though the final statement records the base pay rate (net of

[18] Section 58(1)(c) of the *Department of Employment and Social Development Act* says that it is an error to make a finding in a perverse or capricious manner or without regard for the material before it. A "perverse or capricious" finding could be defined as a finding that is inconsistent with the evidence.

any shift premium). The pay statements do not conclusively determine that the Claimant's position had already changed or that his pay had been reduced.

[42] The General Division must take all of the evidence into consideration, which would include the employer's statements, as well as the Claimant's statements and any documentary evidence. It is the General Division's role to weigh all of that evidence and reach findings of fact. In some cases, this means that it may have to prefer certain evidence over other evidence. This does not usually require the General Division to find any deliberate falsehood. Some evidence may simply be more reliable- for any number of reasons. In this case, the General Division said it preferred some of the employer's evidence to the Claimant's assertions because the employer was in a better position to understand the merger process than was the Claimant. At one point, the General Division explained that it gave a lot of weight to the manager's evidence because of his position as a manager, his involvement in the merger planning process, and his understanding of different aspects of the merger.[19]

[43] It is clear that the General Division reviewed the similarities and differences of the TPS and the APS positions and that it could not accept that they were fundamentally different. I do not accept that the General Division ignored or misunderstood the evidence, and the Claimant has not shown me that the General Division's findings are inconsistent with the evidence. Therefore, I am unable to find that the General Division made a finding of fact in a perverse or capricious manner. If the Claimant is asking the Appeal Division to reassess or reweigh the evidence to reach a different conclusion, this is not the Appeal Division's role. [20] I am not authorized to do so.

Constructive dismissal

[44] The Claimant also argued that the reduction in his pay, as well as the change in his working conditions, proved that he had been constructively dismissed. At the same time, he appeared to acknowledge that "constructive dismissal" is a labour law concept and not the same

[19] General Division decision, para. 28
[20] *Tracey v. Canada (Attorney General)*, 2015 FC 1300: *Bergeron v Canada (Attorney General)* 2016 FC 220

as the analysis required to determine "voluntary leaving" or "just cause" under the Employment Insurance Act.

[45] There are some points on which constructive dismissal and voluntarily leaving without just cause resemble one another. The Claimant argues he should not be held to have "voluntarily" left his employment because he believes he was constructively dismissed. However, the courts have explained that the test for whether a Claimant "voluntarily" left his employment is very simple. According to the Federal Court of Appeal in *Canada (Attorney General) v Peace*, the question is whether a claimant has a choice to stay or to go.[21] Not an easy or clear choice–just a choice. I appreciate that the Claimant argued that *Peace* was decided on different facts. However, the factual distinctions he raises appear to address whether the 10% salary reduction in *Peace* was a significant modification. I have cited *Peace* for a principle of more general application, which still applies to the present facts. A claimant that has left employment when he or she could have chosen to stay, has voluntarily left employment for Employment Insurance purposes–even in cases where constructive dismissal is claimed.

[46] Once the Commission has shown that a claimant had a choice, the claimant must prove that he or she had no reasonable alternative to leaving. This test rests on the fact that employment insurance is an insurance scheme, and that an insured must not unnecessarily increase his or her risk of claiming against the insurance fund.[22] Constructive dismissal is a common law concept intended to prevent employers from forcing employees to quit to avoid the costs of terminating them. It offers constructively dismissed claimants a right to claim damages against the employer.

[47] The Claimant argued that the General Division misunderstood the overlap between the concept of constructive dismissal and the Employment Insurance tests. He is correct that there is some overlap: When circumstances exist that are relevant to determining whether a claimant has just cause for voluntary leaving his or her employment, those circumstances might also be relevant to a constructive dismissal determination. However, the General Division was not authorized to determine whether the Claimant had been constructively dismissed. The General

[21] *Canada (Attorney General) v Peace*, 2004 FCA 56
[22] *Tanguay v Canada (Attorney General)*, A-1458-84

Division considered only whether the Claimant had just cause under the EI Act, having regard to the circumstances suggested by the evidence and argument.

[48] In this case, the General Division reviewed three circumstances that are identified as relevant by section 29(c) of the EI Act: It assessed whether there had been a significant modification to the terms or conditions of the Claimant's pay,[23] whether the Claimant`s work duties changed significantly,[24] and whether he faced undue pressure to leave his employment.[25]

[49] Although the General Division answered the Claimant's constructive dismissal arguments by saying that it did not agree with them,[26] it ultimately based its decision on the application of the correct legislative and judicial tests for just cause. In fact, for the purpose of determining the Claimant`s qualification for Employment Insurance benefits, it properly viewed the Claimant's constructive dismissal argument through the lens of "undue pressure" to quit. It found that the merger of different teams and the rearrangement of shifts were business decisions and not an attempt to force the Claimant to leave his employment. I see no basis to disturb that finding.

Other circumstances

[50] The Claimant also argued that the General Division failed to appreciate that he needed to quit when so that he could pursue a constructive dismissal claim against his employer. He understood that a claim of constructive dismissal required that he express his non-consent to the changed conditions of his employment within a reasonable period of being notified of those changes. [27]

[51] A claimant`s need to preserve his right to sue or to maximize his chance of success in an anticipated lawsuit is not included in the list of circumstances in section 29(c) of the EI Act. However, that list is not meant to be exhaustive. Section 29(c) states that the General Division

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[23] Section 29(c)(vii) of the *Employment Insurance Act*
[24] Section 29(c)(ix)
[25] Section 29(c)(xiii)
[26] General Division decision, para. 39
[27] GD6-3, item 2

must consider all the circumstances, by which it means all the circumstances relevant to assessing whether the Claimant had no reasonable alternative to leaving.

[52] The Claimant argued that he had to leave his employment because of significant changes in his employment, which included changes in work duties and pay. But he also argued that he had to leave *immediately* for the purpose of his anticipated lawsuit. As I understand the Claimant's argument, the General Division should have considered his legal concern because his reasonable alternatives to leaving were restricted by the urgency with which he needed to act.

[53] I am not satisfied that the materials before the General Division were sufficient to allow the General Division to assess whether the Claimant needed to act as urgently as he did to maintain his constructive dismissal claim. The Claimant said that he had to act within a reasonable period of being notified of those changes to his employment that he believed would make out constructive dismissal. If the Claimant is correct that the law requires the Claimant to give notice of his non-consent within a reasonable period, the General Division would need to make at least three *legal* determinations outside its area of expertise. It would need to determine which, if any, of the employer's communications or actions constituted "notice" for the purpose of a constructive dismissal lawsuit. Then it would have to determine how much time the Claimant would have had to act to fall within the "reasonable" period. Then it would have to assess whether expressing "non-consent" necessarily required quitting. There was no argument and no clear evidence before the General Division that would support any of these determinations.

[54] Furthermore, I am not convinced that the Claimant's desire to preserve his right to sue or to maximize his likelihood of success in a lawsuit is even relevant to the determination of just cause. With exceptions for certain family obligations and reasonable assurance of other employment, the circumstances included under 29(c)(ii),(v), and (vii), relate to conditions of employment and they require some sort of third party intervention[28]. The Claimant's legal action flows from how he feels he is affected by the employer's restructuring but it is not a condition of his employment, and he is not required to pursue a legal remedy. The Claimant's intention to pursue his employer for constructive dismissal is not like many of the other listed circumstances,

[28] See *Canada (Attorney General) v. Côté*, 2006 FCA 219, and *(Attorney General) v Campeau* 2006 FCA 376

and it is inconsistent with the general obligation of an employee to not shift the cost of his own choice to the Commission.[29]

[55] Therefore, I find that the General Division did not make an error by failing to consider the Claimant's desire to preserve his right to sue or maximize his chances of success in a lawsuit when it assessed his reasonable alternatives to leaving.

Summary of error

[56] I have found that the General Division made an error of law by using the nature or type of the Claimant's pay reduction to exclude that reduction from consideration. Therefore, I must consider what the appropriate remedy should be.

REMEDY

[57] I have the authority under section 59 of the DESD Act to change the General Division decision or make the decision that the General Division should have made. I could also the matter back to the General Division to reconsider its decision.

[58] I will give the decision that the General Division should have given because I consider that the appeal record is complete. That means that I accept that the General Division has already considered all the issues raised by this case, and that I can make a decision based on the evidence that the General Division received.

Significant modification to terms of pay

[59] If the employer significantly reduced the Claimant's total compensation, it should not matter whether the employer reduced the Claimant's rate of pay, gave the Claimant less hours, or if it took away commission, bonuses, or a wage premium for working certain types of shifts. If the Claimant was denied or restricted from working late shifts and lost significant earnings as a result, this would establish the circumstance under section 29(c)(vii) of the EI Act. This means that an assessment of the Claimant's reasonable alternatives to leaving his employment would have to take this circumstance into account.

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[29] *Supra*, note 22

[60] To remedy the General Division mistake, I will start by considering whether the employer denied or restricted the Claimant's ability to work the late shifts to which the rate premium was attached.

[61] The Claimant relies on the fact that his indicated rate of pay reverted to the base pay rate of $21.16 on the final earnings statement that he received a few weeks after leaving his employment. He argues that this means that he would not have had access to the premium if he had stayed. The Claimant was not working at this point or scheduled to work, and the statement is a final accounting of his last hours of work. His final pay was calculated at an hourly rate of $24.17 (including the premium) but the Claimant told the General Division that he was not paid at the reduced rate because he refused the demotion and the changes.[30]

[62] The reference to the base pay rate does not suggest to me that the Claimant would not have been able to continue to work the late shift or access the late shift premium if he had not left. The Claimant suggested that his final hours were paid at the higher rate because he had refused a demotion. He asserts that he would have been demoted effective February 25, 2019, if he had not left his employment.[31] However, his pay rate was determined by his access to the late shift premium, not by his role or position classification. There is no evidence that members of a merged TPS/APS team would be paid less than the Claimant was receiving.

[63] I am not satisfied that the Claimant would have been refused late shifts if he had continued to work beyond February 25, 2019. Even if the Claimant would have been "demoted", he would not lose the shift premium unless he was also removed from the late shift. The Claimant was asked by his employer on February 11, 2019, to indicate his shift preference, but there was no evidence before the General Division that he received a reply to his selection or that a final decision had been made on assigning shifts. In its shift bid request, the employer states that the new schedule will be effective March 10, 2019. This suggests to me that March 10 would be the earliest that the Claimant could have lost the late shift rate premium.

[64] I note that the Claimant had informed the General Division that he was told that he would be put on the daytime shift, and that the General Division said that it had no reason to disbelieve the

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[30] GD16-5, Question 19.
[31] GD16-5, Question 9.

Claimant. However, I do not find the Claimant's statement very useful to determine whether he actually lost the shift premium or when that loss would occur. The Claimant said this:

> When the shift bid was released, I was being told I would be put to a daytime shift and would lose my previous, permanent TPS arrangement regarding shift.32

[65] The evidence does not establish that the Claimant would have been put on daytime shift. There is no other evidence of the nature or context of the communication in which he was told he would be put on a daytime shift. The Claimant has not said who told him he would be put on daytime shift, and there is no evidence o of how that person obtained this information or whether her or she had authority to speak for the employer. While the Clamant asserted that he would have been on dayshift effective February 25, 2019, the shift bid request anticipated that the new schedule would only be effective March 10, 2019. There was no evidence to suggest that the Claimant had been changed to dayshift or would be changed to dayshift, on any particular date.

[66] I accept that the employer was restructuring some of its operations. I also accept that its actions in renaming the TPS and APS teams, and its request that its employees state their shift preferences were likely related to that restructuring. However, I do not accept that the Claimant had been taken off the late shift, or paid less than his customary hourly rate including the shift premium before he left his employment. I acknowledge that the Claimant faced uncertainty as to the precise nature of his future duties and responsibilities, and that his ability to retain and consistently hold the late shift was also uncertain. However, the Claimant has not established that he would lose access to the late shift and the late shift premium, after February 25, 2019.

[67] Although my reasons differ somewhat from those of the General Division, I must confirm that the Claimant did not experience a significant modification to the terms or conditions of his wages or salary.

Relevant circumstances

[68] I have not found that the General Division made any reviewable error in its consideration of any other circumstances that were also raised by the evidence or in argument. This includes

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[32] GD16-6, item 24.

whether the Claimant was unduly pressured to leave his employment by the employer's restructuring and whether that restructuring resulted in significant changes in his work duties.

[69] Furthermore, the evidence does not suggest any other relevant circumstances that the General Division should have considered in assessing whether the Claimant had reasonable alternatives.

Reasonable alternatives

[70] The Claimant's work duties and pay structure had not been affected at the time that he left, and he could not know how significantly the changes would affect him. In these circumstances, I must agree with the General Division that the Claimant's decision to leave was premature. The Claimant had reasonable alternatives to quitting. He could have waited to see how the changes would affect him and he could have remained in his employment while he continued to seek alternate employment.

[71] I find that the Claimant did not have just cause for leaving his employment.

CONCLUSION

[72] The appeal is dismissed.

Stephen Bergen
Member, Appeal Division

HEARD ON:	November 28, 2019
METHOD OF PROCEEDING:	Teleconference
APPEARANCES: By submission only	E. B., Appellant S. Prud'Homme, Representative for the Respondent