



Social Security
Tribunal of Canada

Tribunal de la sécurité
sociale du Canada

[TRANSLATION]

Citation: *C. A. v Canada Employment Insurance Commission*, 2019 SST 1547

Tribunal File Number: GE-19-3998

BETWEEN:

C. A.

Appellant

and

Canada Employment Insurance Commission

Respondent

SOCIAL SECURITY TRIBUNAL DECISION
General Division – Employment Insurance Section

DECISION BY: Josée Langlois

HEARD ON: December 17, 2019

DATE OF DECISION: December 17, 2019

DECISION

[1] The appeal is dismissed. I find that the Appellant did not have just cause for voluntarily leaving his employment on June 19, 2019.

OVERVIEW

[2] The Appellant worked for X. He held a permanent part-time position during his studies, but the employer was able to offer him a full-time position. The Appellant started a full-time position there in January 2019, when he finished high school. On June 19, 2019, he voluntarily left that employment for another full-time, but seasonal, employment at X. The Appellant stopped working for that employer on August 23, 2019.

[3] On November 8, 2019, the Canada Employment Insurance Commission (Commission) denied the Appellant's claim because it found that he had reasonable alternatives to voluntarily leaving his employment on June 19, 2019. I must determine whether the Appellant had just cause for voluntarily leaving his employment.

ISSUES

[4] Did the Appellant have reasonable assurance of another employment in the immediate future when he left his employment on June 19, 2019?

[5] Did the Appellant have no reasonable alternative to leaving his employment?

ANALYSIS

Voluntary Leaving

[6] The Appellant admitted that he voluntarily left his employment on June 19, 2019, for a new position at X until August 23, 2019.

[7] I find that the Appellant voluntarily left his employment at X on June 19, 2019.

Did the Appellant have reasonable assurance of another employment in the immediate future when he left his employment on June 19, 2019?

[8] The Appellant left his employment at X on June 19, 2019, for a better-paying job. When he was hired by X, the Appellant knew that his employment contract was for about nine weeks and that it would end on August 23, 2019. He explained that he had accepted the better-paying position because, even though he had continued working at X, he would have left that employment around August 23, 2019, anyway to pursue studies at the college in Bathurst.

[9] When he left his employment at X, the Appellant had assurance of another employment at X. However, the Appellant knew that he had been hired temporarily for an approximately nine-week contract. The employer had advised the Appellant that his contract would end on August 23, 2019.

[10] I find that the Appellant had assurance of another employment when he left the one he had on June 19, 2019. However, given the circumstances, in particular the fact that the Appellant knew that the employment was temporary and that it would end on August 23, 2019, I must determine whether this choice was the only reasonable alternative in this case.

Did the Appellant have no reasonable alternative to leaving his employment?

[11] The fact that one employment is better paid than another does not justify, in itself, leaving the lower-paid employment.¹

[12] The Appellant had a permanent employment at X, and he worked full-time in that position since January 2019. His schedule varied each week, but he was guaranteed between 25 and 40 hours per week.

[13] The Appellant accepted an employment at X because this employment offered him \$6 an hour more than his employment at X. This advantage allowed him to save money during the summer because his term at the college began at the end of August 2019.

¹ Tremblay, A-50-94.

[14] That is why the Appellant accepted the employment at X, even though he knew the employment end date, since he would have left his employment at X then anyway given his school term.

[15] The Commission submits that, by accepting the employment at X, the Appellant knew that the contract would end after nine weeks. Furthermore, during those nine weeks, the Appellant accumulated only 375 hours of insurable employment, which is not enough to meet the requirements for receiving Employment Insurance benefits. The Commission argues that the Appellant created an unemployment situation on his own initiative by leaving his employment for another that was for only nine weeks.

[16] The Appellant knew the employment end date at X when he was hired. The Appellant knew that he would work for about two months and then would no longer be employed. He left his permanent employment at X anyway because he did not intend to have employment during the school term at the college. The Appellant's program of study is full-time and is not offered in his town. That is why accepting an employment that would end two months later suited him since he did not intend to work after August 23, 2019.

[17] The Appellant's desire to improve his financial situation during the summer is commendable, but it does not constitute just cause for voluntarily leaving a permanent employment. The Appellant had assurance of another employment, but he accepted it knowing that his contract would end on August 23, 2019. In doing so, the Appellant created his own unemployment situation. He did so because he did not intend to be employed during the school term.

[18] The Appellant failed to exhaust all the solutions available to him when he left his permanent employment at X. The Appellant had plans to pursue his studies, and he wished to save money during the summer. However, he left his permanent employment knowing that he was creating an unemployment situation.

[19] The Appellant did not have just cause for leaving his employment at X on June 19, 2019.

CONCLUSION

[20] The appeal is dismissed.

Josée Langlois
Member, General Division – Employment Insurance Section

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| HEARD ON: | December 17, 2019 |
| METHOD OF PROCEEDING: | Teleconference |
| APPEARANCE: | C. A., Appellant |