



Social Security
Tribunal of Canada

Tribunal de la sécurité
sociale du Canada

Citation: *C. T. v Canada Employment Insurance Commission*, 2019 SST 1558

Tribunal File Number: GE-19-3955

BETWEEN:

C. T.

Appellant

and

Canada Employment Insurance Commission

Respondent

SOCIAL SECURITY TRIBUNAL DECISION
General Division – Employment Insurance Section

DECISION BY: Paul Dusome

HEARD ON: December 16, 2019

DATE OF DECISION: December 27, 2019

DECISION

[1] The appeal is dismissed. The Claimant has not shown just cause because he had reasonable alternatives to leaving his job when he did. This means he is disqualified from receiving benefits.

OVERVIEW

[2] The Claimant left his job to take apprenticeship training, and applied for employment insurance (EI) benefits. He left his job at the end of April 2019. The training course started at the end of August 2019. The Commission looked at the Claimant's reasons for leaving and decided that he voluntarily left his employment without just cause, so it was unable to pay him benefits.

[3] The Commission says that the Claimant could have remained at his job until the course started, instead of leaving his job. He could have asked for a leave of absence from the employer, finished the course, and then quit after he got another job. The Claimant disagrees and states he had just cause to quit. He states that he already had another job to go to when he quit, and he did work at that other job prior to starting the course. The Commission says that he did not have that other job until after he quit the employer in late April 2019.

ADJOURNMENT REQUESTED AT THE HEARING/POST-HEARING DOCUMENTS/SCOPE OF THE ISSUE UNDER APPEAL

[4] On the original hearing date, the Claimant did not attend. His representative did attend, and wished to proceed with the hearing, including giving evidence. I explained that would not be proper. The testimony must come from the Claimant, not the representative. The representative and I determined an adjournment date and a later time on that date, suitable for the Claimant to attend after his classes. I also granted a second adjournment at the request of the representative.

[5] At the hearing, the Claimant testified that he obtained another job before quitting. I agreed to permit him to send post-hearing documents to support that testimony, by December 20, 2019. The Commission did not respond to those documents by the deadline of 5pm, Pacific Time, November 27, 2019. This decision has been released after the deadline expired.

[6] The Tribunal only has jurisdiction over a decision that has been reconsidered by the Commission¹. The only decision the Commission has reconsidered was that of voluntarily leaving employment with the Claimant's employer in April 2019. That is the only issue that I may consider in this appeal.

ISSUE

[7] I must decide whether the Claimant is disqualified from being paid benefits because he voluntarily left his job without just cause. To do this, I must first address the Claimant's voluntary leaving. I then have to decide whether the Claimant had just cause for leaving.

ANALYSIS

There is no dispute that the Claimant voluntarily left his job

[8] I accept that the Claimant voluntarily left his job. The Claimant agrees that he quit (in other words, voluntarily left the job) on April 23, 2019. I see no evidence to contradict this.

The parties dispute that the Claimant had just cause for voluntarily leaving

[9] The parties do not agree that the Claimant had just cause for voluntarily leaving the job when he did.

[10] The law says that you are disqualified from receiving benefits if you left your job voluntarily and you did not have just cause.² Having a good reason for leaving a job is not enough to prove just cause. You have just cause to leave if, considering all of the circumstances, you had no reasonable alternatives to quitting your job when you did.³ It is up to the Claimant to prove this.⁴ The Claimant has to show that it is more likely than not that he had no reasonable alternatives but to leave when he did.⁵

¹ *Employment Insurance Act*, s. 113.

² This is set out at s 30 of the *Employment Insurance Act*.

³ *Canada (Attorney General) v White*, 2011 FCA 190, at para 3, and s 29(c) of the *Employment Insurance Act*.

⁴ *Canada (Attorney General) v White*, 2011 FCA 190, at para 3.

⁵ *Canada (Attorney General) v White*, 2011 FCA 190, at para 4.

[11] When I decide that question, I have to look at all of the circumstances that existed when the Claimant quit. The circumstances I have to look at include some set by law.⁶ After I decide which circumstances apply to the Claimant, he then has to show that there was no reasonable alternative to leaving at that time.⁷

The circumstances that existed when the Claimant quit

[12] The Claimant relies on two circumstances when he quit supporting his claim of just cause. One was having had a reasonable assurance of another employment in the immediate future⁸. The other was enrolling in an eight-month college automotive program.

[13] The Claimant must prove three factors to show that he had a reasonable assurance of another employment in the immediate future⁹. First, at the moment when he became unemployed, he knew that he would have a job. Second, he knew what job he would have with what employer. Third, he knew at what moment in the future he would have employment. He must prove all three factors to succeed.

[14] In overview, the circumstances that apply when the Claimant quit work were these. He had left his parents' home in X in about July 2018 to live in X. He had three short-term jobs while there. He decided to enrol in a full-time automotive program in X. The program was to run from August 2019 to April 2020. He quit his third job, with X on April 23, 2019, and moved back to X to stay with his parents. He did work as a security guard in X over the summer of 2019. That job was with the X. His last day of work with the X was August 13, 2019. He applied for EI benefits on August 19, 2019. He moved back to X, and began the automotive program on August 26, 2019.

[15] The critical question for this issue is whether the Claimant can prove that when he quit his job with X on April 23, 2019, he knew that he had the job as a security guard, with what employer, and when it would start. He fails to prove two of those factors.

⁶ Paragraph 29(c) of the *Employment Insurance Act*.

⁷ Paragraph 29(c) of the *Employment Insurance Act*.

⁸ Subparagraph 29(c)(vi) of the *Employment Insurance Act*.

⁹ *Canada (Attorney General) v. Imran*, 2009 FCA 17, at para. 12.

[16] The Claimant testified that when he returned to X, he had secured a job with the X. He had arranged the job while he was working at X. He would not have left X if he had not obtained another job. He had verbally arranged with a named individual to work for the X. There was not a definite start date. It was casual employment, on call as needed. He also had to take online courses to obtain a security licence in order to do the job. He took the seven online courses, paid the fees, and obtained his temporary security licence on May 27, 2019. He received a letter from the X offering employment on May 31, 2019. He did work for the X from July 10 to August 13, 2019, but not afterwards.

[17] The Commission's notes on a September 24, 2019, conversation with the Claimant record him as saying that he moved home to save money before going to school, that he did not get another job before quitting, and that he subsequently found a job. In his testimony, the Claimant disputed those statements. He testified that he moved home because he had secured the job with the X. He quit X to take the job with the X. He did also move home to save money. He testified that he did not say, as recorded in the notes, that he got the job with the X at the beginning of August. The Claimant relied on the Record of Employment (ROE) from X as evidence in his favour. The ROE gave the reason for issuing it as "Quit/Take another job". The Claimant testified that the ROE shows that he had another job when he quit. He agreed that the employer only knew that because the Claimant had told them.

[18] The Claimant's testimony about having a job with the X before quitting is inconsistent with other evidence in this appeal. The Claimant's representative assisted him in completing his application for EI benefits, made on August 19, 2019. In the application, he makes no reference to having quit or to having obtained another job. Throughout the application, when dealing with his work history with several employers, he gave as the reason for leaving each employer, "I am on apprenticeship training." That reason is inconsistent with the "Quit/Take another job" notation on the ROE from X. The Commission's September 24, 2019, conversation with the Claimant is also inconsistent with his testimony. In that conversation, the Commission explained that a reasonable alternative to quitting X would have been to obtain another job before quitting. The first mention from the Claimant of having quit X to take a job with the X was in his request for reconsideration dated October 25, 2019. The timing of the first mention of quitting X because he already had a job with the X casts doubt on his testimony. That doubt is reinforced

by the information the Commission obtained from the X. The Claimant signed the job offer with the X on May 31, 2019. The employment was casual. The X did not pay for the Claimant's training to get his security guard licence. If the Claimant had not obtained the licence, he would not have had the job. The licence is a requirement of the job. These inconsistencies undercut the reliability of the Claimant's testimony that he had the job with the X prior to quitting X. I do not accept his testimony on that point.

[19] The sequence of events from the Claimant quitting on April 23, 2019, to the start of his work with the X does not support his claim that he had the job with the X before quitting. He did not start the online courses for his licence until May 2, 2019. He received his temporary licence on May 27th. He signed the offer of employment with the X on May 31st. His permanent licence was issued July 5th. He worked for the X from July 10 to August 13th. The fact that the offer of employment was not signed until May 31st supports a conclusion that the Claimant had not obtained the job until then. It supports a conclusion that the verbal discussions with the X before quitting in April were simply preliminary discussions. They were not a firm offer of employment or a commitment from the X to hire the Claimant. At best, they were a conditional offer of employment.

[20] On these facts, does the Claimant meet the test for a reasonable assurance of employment in the immediate future? No.

[21] When the Claimant quit his job on April 23, 2019, he did not know that he had the job as a security guard, or when it would start. He did know that the employer would be the X if he got the job. He knew that it would be casual, part-time employment if he got the job. He did not know that he had the job, because a requirement was having a security guard licence. He did not have that licence until May 27th. However sure he may have been of getting the licence, he did not, and could not, have the job until after he got the licence. Even if the Claimant had a conditional offer of employment that is not a reasonable assurance of employment within the Act¹⁰. With respect to a start date, the Claimant confirmed in his testimony that a start date had not been set in his discussions with the X in April.

¹⁰ *Canada (Attorney General) v. Shaw*, 2002 FCA 325.

[22] The Claimant also stated that another reason for quitting was that he was taking an automotive program starting in August 2019. As there is no evidence to contradict that, I accept his return to school as a reason for quitting.

[23] The Claimant had good personal reasons for quitting his job. He wanted to further his education and improve his work skills and future prospects through the training program he is taking. He wanted to move home with his parents to save some money before starting the program. He had encouraging prospects of having a job to earn money while at home and before the program started. But those prospects were not a reasonable assurance of another employment within the Act. Good personal reasons usually do not by themselves amount to just cause to quit.

Reasonable alternatives

[24] I must now look at whether the Claimant had no reasonable alternative to leaving his job when he did. The Claimant says that he did not have any reasonable alternative, because he had secured employment with the X before quitting, and was starting a training program in August.

[25] The Commission disagrees, and says that the Claimant could have remained at his job until the course started, instead of leaving his job. He could have asked for a leave of absence from the employer, finished the course, and then quit after he got another job. The Commission also said that the Claimant did not have a new job in place when he quit.

[26] I find that the Claimant has not proven that he had no reasonable alternative in all the circumstances but to quit when he did.

[27] The following reasonable alternatives were open to the Claimant. He could have remained employed full-time with X while he took the online courses to get his security guard licence, and to confirm employment with the X. Instead, he quit, with at best a conditional offer of employment. He took a month to get his security guard licence, then waited from late May to mid July for the part-time job prospect to give him work. He could have requested a leave of absence from X to take the online courses and get his job with the X, or to complete his automotive program, but he made no such request. He could have remained employed with X

until his program started in August 2019. That employment was in X, and the training program starting in August was in the same city.

[28] The Claimant's representative argued that the Claimant did not leave his employment with X without just cause, but rather left to take the necessary courses required to work at another position. That argument does not succeed. While leaving to take courses to improve skills and employment prospects is a good cause, it is not just cause within the law. The legal principle is that quitting a job to attend school or training, which is not authorized by the Commission, is not just cause¹¹. The provincial approval the Claimant obtained to take the program was not authorization by the Commission to attend the course while being paid EI benefits. The Claimant's situation falls under that principle, so that just cause has not been proven on this ground.

[29] With respect to the job with the X, even if the Claimant had proven that he definitely had that job prior to quitting X, he would not be able to establish just cause. The Federal Court has ruled that quitting a full-time job to take a part-time job is not just cause¹². As the job with the X was casual part-time, the Claimant's situation falls under that principle too.

[30] Considering the circumstances that existed at the time that the Claimant voluntarily left, the Claimant had reasonable alternatives to leaving when he did, as outlined above. The two reasons that the Claimant relied on do not amount to just cause. This means the Claimant did not have just cause for leaving his job.

CONCLUSION

[31] I find that the Claimant is disqualified from receiving benefits. This means that the appeal is dismissed.

¹¹ *Canada (Attorney General) v. Lamonde*, 2006 FCA 44, at para. 7.

¹² *Bell v. Canada (Attorney General)*, A-450-95.

Paul Dusome

Member, General Division - Employment Insurance Section

HEARD ON:	December 16, 2019
METHOD OF PROCEEDING:	Teleconference
APPEARANCES:	C. T., Appellant C. H., Representative for the Appellant