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

Citation: *J. H. v Canada Employment Insurance Commission*, 2020 SST 266

Tribunal File Number: AD-19-518

BETWEEN:

J. H.

Appellant

and

Canada Employment Insurance Commission

Respondent

SOCIAL SECURITY TRIBUNAL DECISION

Appeal Division

DECISION BY: Janet Lew

DATE OF DECISION: March 30, 2020

DECISION AND REASONS

DECISION

[1] The appeal is dismissed because the Claimant did not have just cause for leaving her employment with the fast food restaurant.

OVERVIEW

[2] The Appellant, J. H. (Claimant), is appealing the General Division's decision. The General Division determined that the Claimant did not have just cause for voluntarily leaving her employment because she had reasonable alternatives to leaving her job when she did. The General Division concluded that she was therefore disqualified from receiving Employment Insurance benefits. The Claimant argued that the General Division made legal and factual errors when it made its decision.

[3] For the reasons that follow, I am dismissing the appeal. I find that the Claimant did not have just cause for leaving her job with the fast food restaurant. Although she did not hold a permanent position or have any job security with the fast food restaurant, she was aware that she was increasing her risk of unemployment when she left her job for an on-call temporary position.

ISSUES

[4] The issues are as follows:

i. Did the General Division make a factual error when it found that the Claimant had full-time work or guaranteed hours of employment at one of her jobs?

ii. Did the General Division fail to consider whether the Claimant had just cause for leaving her employment under section 29(c)(vi) of the *Employment Insurance Act* (Act)?

iii. Did the General Division misinterpret the concept of "no reasonable alternative" as it relates to someone who has other employment?

ANALYSIS

Background Facts

[5] The Claimant held two jobs. One of these jobs was with a postal operator. The Claimant started working on an on-call temporary basis for the postal operator on November 15, 2018. The Claimant expected that the postal operator would offer her permanent employment, along with guaranteed hours and benefits at some point.

[6] By mid-January 2019, there was a shortage of work. The postal operator did not provide her with any work.

[7] On February 3, 2019, the postal operator recalled her for work. The Claimant resumed working for the postal operator.

[8] The Claimant also worked for a fast food restaurant. Even though she could have used the extra money working two jobs, she found it hard to manage both while looking after two young children. So, when the postal operator recalled her, the Claimant left her job with the fast food restaurant. Besides, over the long run, she expected the postal operator would offer her a permanent position with benefits and guaranteed hours. There was no chance that the fast food restaurant would ever provide any benefits. On top of that, she was making only minimum wage at the fast food restaurant.

[9] After working for little more than a couple of weeks at the postal operator, work began to slow again. On April 11, 2019, the postal operator issued a record of employment, citing a "shortage of work/end of contract or season." It noted that the last day for which it paid the Claimant was March 29, 2019.[1]

[10] On April 1, 2019, the Claimant applied for Employment Insurance regular benefits. The postal operator continued to give work to the Claimant.

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[1] See Record of Employment dated April 11, 2019, at GD3-19.

[11] The Respondent, the Canada Employment Insurance Commission (Commission), denied the Claimant's application for benefits because it found that she had voluntarily left her employment with the fast food restaurant without just cause and that voluntarily leaving her employment was not her only reasonable alternative.[2]

Issue 1: Did the General Division make a factual error when it found that the Claimant had full-time or guaranteed hours of employment?

[12] Yes. I find that the General Division made a factual error when it accepted the Commission's arguments that the Claimant had guaranteed hours of employment at her job with the fast food restaurant.

[13] If the Claimant quit full-time or guaranteed hours of employment at the fast food restaurant for on-call temporary work, then she placed herself at greater risk for unemployment. Under such a scenario, it would be unlikely that she had just cause for having left her job at the fast food restaurant. But, if she went from an on-call temporary job without guaranteed hours to another job that was also temporary on-call without guaranteed hours, then she may have had just cause for having left the fast food restaurant.

[14] The Claimant argues that the General Division erred in finding that she had full-time or guaranteed hours of employment at the fast food restaurant. She denies that she had been working full-time or that she had guaranteed hours of employment with the fast food restaurant.

[15] During the General Division hearing, the Claimant testified that she did not always work 40 hours per week at the fast food restaurant.[3]

[16] Yet, in a letter dated April 30, 2019, the Claimant described her job at the fast food restaurant as a "full time job."[4] She wanted to explain to the Commission why she decided to quit her "full time job" for a temporary position.

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[2] See Commission's decision dated April 24, 2019, at GD3-24 to 25, and Commission's reconsideration decision dated May 23, 2019, at GD3-30 to GD3-31.
[3] See General Division decision at para. 8.
[4] See Claimant's letter dated April 30, 2019, at GD2-9 and GD3-27, at para. 2.

[17] In letters dated May 30, 2019, and June 20, 2019, the Claimant denied that she worked on a full-time basis at the fast food restaurant, or that she ever had guaranteed hours of work.[5] She wrote that Service Canada agents failed to understand that she never held full-time work with guaranteed hours at all. She also wrote that she was "getting enough hours but not all the time … also I had to work seven days a week to get those hours …"[6]

[18] The General Division noted the Commission's response to the Claimant's denials that she had full-time guaranteed hours at the fast food restaurant. The Commission argued that the Claimant worked at the restaurant for approximately six years without any interruptions. The Commission argued that the Record of Employment also showed that the Claimant worked an average of 30 hours per week.[7]

[19] The General Division accepted the Commission's submissions. It found that the job at the fast food restaurant was "guaranteed employment."[8] It concluded that the fast food restaurant position was "guaranteed employment" because:

- The Claimant held this employment at the fast food restaurant for six years without interruption from the employer and

- The Record of Employment showed that the Claimant worked an average of 30 hours per week. It is clear that the General Division considered this full-time employment.

[20] The fast food restaurant did not formally provide guaranteed employment or full-time hours to the Claimant. But, based on her 6-year work history, the General Division decided that, in practice, the Claimant had guaranteed employment.

[21] The Record of Employment shows that the Claimant worked more than 60 hours for 12 out of 18 pay periods. Put another way, in the last eight months when she worked at the restaurant, the Claimant had full-time hours about two thirds of the time. This means the

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[5] See Claimant's letter dated May 30, 2019, at GD2-7, at para. numbered 1, and letter dated June 20, 2019, at GD5-1, at para. numbered 1.
[6] *Ibid*.
[7] See Record of Employment dated February 15, 2019, at GD3-21 to GD3-22.
[8] See reference at paragraph 11 of the General Division decision.

Claimant did not have full-time hours for the remaining six pay periods or for one third of the time.

[22] From another perspective, there were some pay periods where the Claimant worked significantly more hours (upwards of 81.25 hours over a two-week period) than in other pay periods, when she might have worked as few as 23.94 hours over two weeks.[9] It is unclear from the evidence why the Claimant had more than double the hours in some pay periods over other pay periods.

[23] The General Division appears to have added all of the hours that the Claimant worked across 18 pay periods to find the total hours that she worked. It then divided the total hours by 18 pay periods. It then divided that further to come up with a weekly average number of hours. This way, it came to an average of 30 hours per week.

[24] However, this approach overlooked the fact that there was a wide range of hours that the Claimant worked during some pay periods. In one pay period, she worked 23.94 hours and in another pay period, she worked 81,25 hours. The fact that there was a large discrepancy in hours from one week to the next suggested that the Claimant's employer did not guarantee the Claimant a set number of hours per week.

[25] For this reason, I find that the General Division made a factual error when it found that the Claimant received guaranteed hours of work at the fast food restaurant.

Issue 2: Did the General Division fail to consider whether the Claimant had just cause for leaving her employment under section 29(c)(vi) of the *Employment Insurance Act*?

[26] No I find that the General Division did not fail to consider whether the Claimant had just cause for leaving her employment under section 29(c)(vi) of the *Act*.

[27] Under section 29(c)(vi) of the *Employment Insurance Act* , just cause for voluntarily leaving a job exists if a claimant had no reasonable alternatives to leaving, having regard to all

[9] There was one pay period where the Claimant worked only 5 hours, but I excluded this from consideration because it was starkly different from all other weeks.

the circumstances, including whether there were reasonable assurances of another employment in the immediate future.

[28] The Claimant argues that she had just cause because she had secured another job. She expected this new job would lead to permanent employment with guaranteed hours. She pointed to her spouse's example. He quit his job and relied on temporary work from the postal operator before it hired him as a permanent employment more than a year later. She argues that the General Division failed to consider this fact.

[29] There have been other cases in which applicants leave one of their two jobs and have been found to have just cause for leaving. This was the situation in *Canada (Attorney General) v. Marier*.[10] There, the Federal Court of Appeal referred to two other cases. In both *Canada (Attorney General) v. Leung*,[11] and to *Gennarelli v. Canada (Attorney General)*,[12] the Federal Court held that the claimants had just cause for voluntarily leaving one of their two concurrent positions because each had "reasonable grounds to believe" that the other position would continue. The Federal Court of Appeal relied on these two decisions when it examined Mr. Marier's situation.

[30] Mr. Marier held two-part time positions, much like the Claimant in these proceedings. From June 13, 2009 to February 1, 2010, Mr. Marier was on a daytime recall list for a cleaning company, where he worked from 25 to 30 hours a week. He voluntarily left this job to pursue a five-month cleaning course.

[31] From July 1, 2009 to July 18, 2010, Mr. Marier also worked 25 to 30 hours a week for a cooperative. He voluntarily left this job to accept a new job at a health and social services centre, which was to start on August 5, 2010. However, his new employer delayed his start date to August 30, 2010, so Mr. Marier applied for Employment Insurance benefits for the period from July 18, 2010 to August 30, 2010.

[32] The Federal Court of Appeal found that Mr. Marier had just cause to voluntarily leave his employment with the cleaning company in February 2010, knowing that he would be keeping his

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[10] See *Canada (Attorney General) v. Marier*, 2013 FCA 39.
[11] See *Canada (Attorney General) v. Leung*, 2004 FA 160.
[12] See *Gennarelli v. Canada (Attorney General)*, 2004 FCA 198.

second job with the cooperative. It also found that when he left the cooperative on July 18, 2010, he was assured of a new position at the health and social services centre. In short, the Court found that Mr. Marier had reasonable assurances of another employment in the immediate future.

[33] The General Division did not mention whether any of these court decisions were similar enough so that they should apply to the Claimant.

[34] The General Division also did not mention section 29(c)(vi) of the Act. Further, it did not use the language of section 29(c)(iv) of the Act. In other words, it did not mention or say whether the Claimant's job with the postal operator represented a reasonable assurance of other employment in the immediate future.

[35] The closest the General Division came to assessing whether the Claimant had reasonable assurances of another employment was at paragraph 11, where it wrote:

> Furthermore, in response to the [Claimant's] statement that her employment with the [fast food restaurant] was not full-time guaranteed hours, the [Commission] submits that facts on file clearly show that she held this employment for approximately six years without any interruptions initiated by her employer. As further demonstrated by her Record of Employment, the [Claimant] worked an average of 30 hours per week. She left this employment to pursue temporary on-call work, which guaranteed her no specific hours. It is reasonable to conclude that the [Claimant] should have foreseen the potential unemployment situation arising from leave guaranteed employment. The [Commission] could only she fails to demonstrate just cause for leaving her position within the meaning of the Act.

[36] The General Division was aware that the Claimant had secured other work. According to the Claimant's testimony before the General Division, the Claimant expected that the postal operator would hire her on a permanent basis and give her guaranteed hours of work, possibly between six to 12 months' time.

[37] On its face, the General Division did not directly address whether the Claimant's expectation of permanent employment with guaranteed hours in possibly six to 12 months represented "reasonable assurances of another employment in the immediate future."

[38] The Commission acknowledges that the General Division could have conducted a more comprehensive assessment surrounding section 29(c) of the Act, or at least been clearer about whether it considered section 29(c)(vi) of the Act or any of the relevant court cases.

[39] The General Division did not use the language "reasonable assurances of work," or specifically refer to section 29(c)(vi) of the Act. However, it did refer to section 29(c) generally. The General Division noted that section 29(c) lists several circumstances when just cause may exist. By referring to section 29(c) generally, the General Division suggested that it thought about the circumstances when just cause exists. These circumstances include whether the Claimant had reasonable assurances of another employment in the immediate future.

[40] At paragraphs 10 and 11, the General Division noted the Commission's arguments that the Claimant left her job at the fast food restaurant to accept a temporary, on-call position that did not guarantee specific hours.

[41] The General Division compared the Claimant's two jobs. The General Division found that the job with the postal operator did not give the Claimant guaranteed hours of work when she left her job at the fast food restaurant. The General Division found that the Claimant left her "guaranteed employment" for a temporary on-call position with the postal operator. This suggested that the General Division did in fact consider whether the Claimant's job with the postal operator represented reasonable assurances of other employment in the immediate future.

[42] The General Division rejected the possibility that the temporary on-call position with the postal operator represented a reasonable assurance of another employment in the immediate future. While it was a job, there was no guarantee that it would last, or that she was certain to get a permanent position.

[43] If the job at the postal operator had provided "guaranteed employment," or if it was certain that guaranteed employment would come about in the immediate future, the General Division might have arrived at a different conclusion. But, based on the evidence before it, particularly the uncertainty surrounding whether and when the Claimant would get permanent employment, the General Division was unprepared to find that the temporary job with the postal operator was reasonable assurance of another employment under section 29(c) of the Act.

[44] In *Marier*, the Federal Court of appeal found that Mr. Marier had just cause for leaving his job because he had reasonable assurances of another job in the immediate future when he left his job. However, *Marier* did not apply because the Claimant's factual circumstances were distinguishable. Although the Claimant expected her job at the postal operator would continue and eventually lead to permanent employee, she was also aware of the possibility that she could be without any work during work shortages until she got a permanent position.

[45] The General Division could have been much clearer that it had considered section 29(c)(vi) of the Act and considered whether the Claimant had reasonable assurances of another employment in the immediate future.

[46] Although the General Division did not refer to section 29(c)(vi) of the Act or use words "reasonable assurances of another employment," I find that the General Division did in fact analyze and consider whether the Claimant had reasonable assurances of another employment in the immediate future.

Issue 3: Did the General Division misinterpret the concept of "no reasonable alternative" as it relates to someone who has another employment?

[47] No. I find that the General Division did not misinterpret the concept of "no reasonable alternative" as it relates to someone who has another job.

[48] The Claimant claims that she did not have any reasonable alternatives to leaving her work at the fast food restaurant. She argues that the General Division misinterpreted the concept of "no reasonable" alternative to leaving because, in her case, she already had work lined up.

[49] The General Division decided that the Claimant did not have just cause for having left her employment because it found that she had reasonable alternatives to leaving her job at the fast food restaurant. It found that she could have tried to work reduced hours, or tried to get a leave of absence while she waited to become a permanent employee at the postal operator.

[50] The Federal Court of Appeal has held that alternatives that might be reasonable in one situation might not be reasonable in another situation. Indeed, the Court identified the reasonable assurance of another employment in the immediate future as one situation where these types of alternatives might not be reasonable.

[51] The Federal Court of Appeal wrote:

> [20] Most of the situations envisaged by paragraph 29(c) relate to incidents or actions that arise in the context of the employment held by the claimant. Subparagraph 29(c)(vi) is intended for an entirely different scenario, one that involves a change of employment, so it is not a matter of coming up with or applying a remedy within a single employment context where alternatives to leaving can be easily envisaged.[13]

[52] The Claimant had secured other employment. She did not leave her employment at the fast food restaurant until after the postal operator recalled her for work. She had already seen work shortages with the postal operator. She knew that periods of unemployment were a possibility and could arise again.

[53] The General Division found that the Claimant's factual circumstances did not amount to reasonable assurances of guaranteed employment. The Claimant could not fully rely on the postal operator to keep her employed until it hired her on a permanent basis. Therefore, options such as seeing if she could work reduced hours at the fast food restaurant became a reasonable alternative until the postal operator could offer her permanent employment.

Findings

[54] I have already determined that the General Division made a factual mistake. So in this section, I will focus on whether there is any basis to either save or change the General Division's decision, or return the matter to the General Division for a reassessment. This will involve examining the evidence. If the evidence shows that the Claimant did not have just cause to leave her job at the fast food restaurant, then there would be no reason to change the General Division's decision or to return the matter to the General Division.

[55] The General Division found that by leaving the fast food restaurant with "guaranteed employment," the Claimant placed herself at risk of a potential unemployment situation. The General Division wrote that it was reasonable that, by leaving her job to pursue temporary on-call work that did not guarantee any specific hours, the Claimant should have foreseen the

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[13] See *Canada (Attorney General) v. Langlois*, 2008 FCA 18.

potential unemployment situation.[14] By increasing her risk of unemployment, the General Division concluded that the Claimant did not have just cause for having left her job at the fast food restaurant.

[56] The General Division's characterization of the Claimant's two jobs was important. The General Division found that the Claimant had "guaranteed employment" at the restaurant. So, if the evidence showed that the Claimant left a job with guaranteed hours for a temporary on-call job without guaranteed hours, the Claimant would have indeed placed herself at greater risk of unemployment. This would not constitute just cause.

[57] However, the Record of Employment showed that the restaurant owner did not give the Claimant guaranteed hours of work.[15] As I determined above, the General Division made a factual error when it found that the restaurant gave the Claimant guaranteed hours of work.

[58] The evidence showed that the job with the postal operator also did not offer guaranteed hours of work.[16] So, the two jobs were similar. If the Claimant did not have guaranteed hours of employment at either job, this raises the question of whether she increased her risk of unemployment when she left her job at the fast food restaurant. If not, this raises the further question of whether she might have had just cause when she left her job at the restaurant.

[59] However, there were other factors to consider when deciding whether the Claimant increased her risk of unemployment, other than whether there were guaranteed hours.

[60] While neither job offered guaranteed hours, there was one major difference between them: their duration or stability of work. This spoke to whether the job was "assured."

[61] The General Division seemed to have recognized that the duration of each job was an important factor in deciding whether the Claimant's job with the postal operator was "assured." For one, it noted that the Claimant had worked at the fast food restaurant for six years without

[14] See General Division decision, at para. 11.
[15] See Record of Employment from fast food restaurant, at GD3-21. The ROE shows a wide range of hours over 18 pay periods.
[16] See also Records of Employment from postal operator, at GD2-12 and GD2-14.

interruption. It described her job with the postal operator as "temporary." It also noted that she expected to get permanent work with the postal operator, perhaps in six to 12 months.

[62] At the same time, the General Division seemed to have equated duration of work with whether the Claimant regularly got full-time hours of work. The number of hours of available work were one thing, but the Claimant also argued that both jobs were only temporary in nature.

[63] The General Division seemed to have stopped short in examining whether the Claimant's job at the fast food restaurant was indeed temporary, as opposed to permanent. Given the Claimant's arguments that both jobs were temporary, I will examine whether this was the case in practice.

The job at the fast food restaurant

[64] The Claimant considered the job at the fast food restaurant temporary because there was no job security. For her, there were no assurances that she would get any work. She argues that because both jobs were temporary, she did not increase her risk of unemployment when she left her job at the fast food restaurant.

[65] However, while the fast food restaurant owner may not have held out the job to be permanent or assured, in practice, there was nothing temporary about it.

[66] The Claimant worked at the fast food restaurant for six, possibly seven, years.[17] It did not last for a limited period of time. She received more hours over the years. Even if the Claimant did not have regular working shifts and she had to work erratic hours, such as night and weekend shifts, she regularly worked. There is no suggestion that the Claimant ever faced periodic shortages of work that required her to be off work for stretches of time, unlike her job with the postal operator. Although the number of hours varied for some pay periods, she worked each pay period. In addition, in two-thirds of the last 18 pay periods, she received full-time hours. This contrasted sharply with her job with the postal operator.

[17] The Record of Employment (at GD3-21) from the fast food restaurant showed that the Claimant's first day worked was in June 2018, but the Claimant stated in her letter of June 20, 2019, that she had worked for the company for six years (GD2-7 and GD5-1 to GD5-2). In her letter dated April 30, 2019, the Claimant wrote that she had worked there for seven years (GD2-9 and GD3-27).

The job with the postal operator

[67] The Claimant argued that when she left her job at the fast food restaurant, she expected the job at the postal operator would last as long as her job at the fast food restaurant. She also expected she would get the same type of hours that she got at the fast food restaurant. She argues that this having been the case, she had just cause for having left her job at the fast food restaurant.

[68] When the Claimant applied for Employment Insurance benefits in early April 2019, she stated that:

- She expected the job with the postal operator to be permanent or, if temporary, to last longer than the job at the fast food restaurant.
- She expected that the number of hours worked per work with the postal operator would be equal to or greater than the job at the fast food restaurant.[18]

[69] However, the evidence does not support these claims that the job at the postal operator would last long or that she would get the same type of hours.

[70] By mid-January 2019, the Claimant already faced a shortage of work with the postal operator, despite having just started working there in mid-November 2018.

[71] The postal operator recalled her at the beginning of February 2019, but by the end of March 2019, the Claimant faced another work shortage.

[72] The postal operator issued a record of employment both times. The first one described her occupation as a "Christmas temp." The employer issued the record of employment because of a "shortage of work/end of contract or season."[19] The second record of employment described the Claimant as a postal clerk. The employer issued the second record of employment for the same reasons, because of a "shortage of work/end of contract or season.'[20]

[18] See Claimant's responses to application for Employment Insurance benefits, at GD3-10.
[19] See Record of Employment dated January 31, 2019, at GD2-14.
[20] See Record of Employment dated April 11, 2019, at GD2-12.

[73] In a span of less than half a year, the Claimant faced two work shortages. The work with the postal operator lasted for a limited period of time. This was not something the Claimant experienced at the fast food restaurant.

[74] The evidence also shows that the Claimant did not get the same type of hours of work with the postal operator. Both the Record of Employment and pay stubs from the postal operator show that when the Claimant first started working there in mid-November 2018, she had 32, 71, and 34 hours across three pay periods.[21] It should have been evident to the Claimant that the hours from this job would not be steady. It should have also been clear to her that she would was unlikely to get as many hours of work, compared to what she got at the fast food restaurant. When she worked during the busy Christmas season, she did not always get full-time hours with the postal operator.

[75] The Claimant maintains that the postal operator continued to give her work even after it issued a record of employment in April 2019. This shows that work continued. However, while the Claimant got full-time hours for the first pay period after being recalled, after that, work was very unsteady. She very rarely got the same type of hours that she got at the fast food restaurant. This is seen as follows:

Pay period dates	**Hours**
November 4, 2018 to November 17, 2018	5
November 18, 2018 to December 1, 2018	32
December 18, 2018 to December 15, 2018	71
December 16, 2018 to December 29, 2018	12
December 30, 2018 to January 12, 2019	34
January 13, 2019 to January 26, 2019	nil

[21] I excluded the pay period that involved Christmas and Boxing Day as this was not representative of a typical pay period. It shows that the Claimant received 12 hours of work for this pay period

January 27, 2019 to February 9, 2019	8
February 10, 2019 to February 23, 2019	72
February 24, 2019 to March 9, 2019	50
March 10, 2019 to March 23, 2019	35
March 24, 2019 to April 6, 2019	5
April 7, 2019 to April 20, 2019	10
April 21, 2019 to May 4, 2019	33
May 5, 2019 to May 18, 2019	10
May 19, 2019 to June 1, 2019	24

[76] The Claimant was optimistic that the postal operator would give her more hours, but there is no evidence that the employer ever held out any assurances that it would keep the Claimant steadily employed without interruption. When she left her job at the fast food restaurant, nothing in the Claimant's work history with the postal operator supported any belief that she would be regularly working as a temporary on-call worker.

[77] Further, there were no assurances that the postal operator would hire her on a permanent basis sometime between six to 12 months. As the Claimant notes, all employees had the right to become a permanent employee based on seniority, but this was by no means guaranteed because it depended on the need and volume of business.

The Claimant's husband's experience

[78] The Claimant argues that she should be entitled to Employment Insurance benefits because her husband received benefits when he was in a similar position. He quit another job while also working as an on-call temporary employee with the postal operator. When work

slowed, the postal operator issued him a record of employment. He applied for and received Employment Insurance benefits.

[79] As the General Division correctly noted, each case is unique and has to be assessed on its own. While there are similarities between the Claimant's case and her husband's case, I note that the Claimant wrote "at the beginning [her husband] used to get so much hours [with the postal operator] that he could not give any hours to work for his previous company."[22]

[80] I do not know whether the Claimant's spouse had previously faced any work shortages with the postal operator, or if anyone assured him that work would continue to be steady with the postal operator. These would be relevant considerations if one were to compare the two situations. However, it seems that he had been steadily working between November 2013 and June 2014. This is what prompted him to quit his other job. In summary, the Claimant's husband's experience was not wholly comparable to the Claimant's own experience.

[81] Setting these considerations aside, however, the Claimant acknowledged that she could face work shortages. She wrote that she was inspired by her husband's case to go for a temporary job "hoping that in case of shortage of work, [she would] be treated in the same way as [her husband]."[23] In other words, she was aware that there was a risk of increased unemployment when she left the fast food restaurant.

[82] The Claimant was prepared to accept the increased risk of unemployment because she hoped to improve her situation over the longer term. She hoped to rely on Employment Insurance benefits if things did not work out as she expected. However, leaving her job to improve her situation, on its own, does not amount to just cause.[24] Without assurances of work from the employer in the immediate future, or at least reasonable grounds or expectations[25] to believe the job with the postal operator would continue, the Claimant did not have just cause. There should be more than just anecdotal evidence that there would be steady work that would last.

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[22] See Claimant's letter dated April 30, 2010, at GD2-9 and at GD3-27.
[23] *Ibid.*
[24] See *Langevin v. Canada (Attorney General)*, 2011 FCA 163 and *Langlois, supra*. In both cases, the Court of Appeal said that leaving one's employment to improve one's situation does not constitute just cause within the meaning of paragraph 29(c) of the *Employment Insurance Act*.
[25] See *Gennarelli, supra*.

[83] The General Division identified some of the reasonable alternatives that were available to her. I agree that those were reasonable alternatives. Although she thought that they were unrealistic, the Claimant could have at least explored these alternatives before quitting her job with the fast food operator.

CONCLUSION

[84] The General Division made a factual error when it found that the Claimant received guaranteed hours of work at the fast food restaurant. Other than this error and the fact that it could have undertaken a more detailed analysis into whether section 29(c)(vi) of the Act applied, I find that it came to the only conclusion that was possible from the evidence. I see no basis to overturn the decision or to return this matter to the General Division for a reassessment.

[85] The appeal is dismissed.

Janet Lew
Member, Appeal Division

HEARD ON:	October 21, 2019
METHOD OF PROCEEDING:	Teleconference
APPEARANCES:	J. H., Appellant S. Prud'Homme, Representative for the Respondent