



[TRANSLATION]

Citation: *CC v Canada Employment Insurance Commission*, 2023 SST 2063

**Social Security Tribunal of Canada  
General Division – Employment Insurance Section**

**Decision**

**Appellant:** C. C.  
**Respondent:** Canada Employment Insurance Commission

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**Decision under appeal:** Canada Employment Insurance Commission reconsideration decision (611754) dated October 3, 2023 (issued by Service Canada)

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**Tribunal member:** Jacques Bouchard  
**Type of hearing:** Videoconference  
**Hearing date:** December 14, 2023  
**Hearing participant:** C. C.  
**Decision date:** December 14, 2023  
**File number:** GE-23-2951

## Decision

[1] The appeal is allowed.

## Overview

[2] On June 28, 2023, the Appellant's teaching contract ended and she made an initial claim for regular benefits that was denied.

[3] The teacher had a part-time status. On June 18, 2023, she received a note from the same employer saying that she might have a new teaching contract for the period from August 23, 2023, to June 26, 2024, totalling 720 hours, conditional on enough enrolments.

[4] Based on her status as a teacher, the Canada Employment Insurance Commission (Commission) disentitled the Appellant from receiving Employment Insurance (EI) benefits during a period of leave, since the Appellant doesn't meet any of the conditions for exemption set out in section 33(2) of the *Employment Insurance Regulations* (Regulations).

[5] The Commission refused to pay benefits for the non-teaching periods from July 3, 2023, to August 22, 2023, and also disentitled her from December 25, 2023, to January 5, 2024, and from March 4, 2024, to March 8, 2024.

[6] So, the Tribunal must decide whether the Appellant was disentitled from receiving EI benefits for all the periods indicated.

## Issue

[7] Was the Appellant entitled to benefits from June 28, 2023?

## Analysis

[8] A claimant is disentitled from receiving benefits if they were employed in teaching for any part of their qualifying period for the weeks of unemployment included in any period of leave.<sup>1</sup>

[9] Teachers who aren't working because of non-teaching periods that occur annually aren't considered unemployed.<sup>2</sup>

[10] But a claimant may rebut this presumption of disentitlement if their contract of employment has ended, their employment in teaching was on a casual or substitute basis, or they meet the conditions required to receive benefits for employment other than teaching.<sup>3</sup>

[11] The termination of contract under subsection 33(2) of the Regulations means a break in the relationship between the employer and the employee.<sup>4</sup>

[12] The claimant has the burden of proving that they are entitled to benefits.<sup>5</sup>

### **Issue 1: Was the Appellant entitled to benefits for the periods starting June 29, 2023?**

[13] The facts on file are in dispute. The Appellant worked as a teacher during the qualifying period, from August 24, 2022, to June 28, 2023. On June 28, 2023, the Appellant's contract ended but the Commission found that the Appellant hadn't rebutted the presumption of disentitlement because she had assurance of a new contract for the new year.

[14] The Appellant provided a Record of Employment (ROE) (GD3-14), which clearly indicates that it was an end of contract and that the date of return to work was unknown.

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<sup>1</sup> Section 33(2) of the *Employment Insurance Regulations* (Regulations).

<sup>2</sup> *Bazinet v Attorney General of Canada*, 2006 FCA 174; *Olivier v Attorney General of Canada*, 2003 FCA 98; and *Stone v Attorney General of Canada*, 2006 FCA 27.

<sup>3</sup> *Idem*.

<sup>4</sup> *Stone*, supra note 2; *Bazinet*, supra 2.

<sup>5</sup> *Stone*, supra note 2, para 50.

[15] A note was also in the file (GD2-13) saying that the Appellant wasn't guaranteed that she would be given a teaching contract for the period from August 23, 2023, to June 26, 2024. The note reminds the Appellant that the contract offer is conditional on the number of course enrolments and withdrawals.

[16] The Commission finds that the offer constitutes a continuity in the Appellant's employment, meaning she doesn't qualify based on the exception set out in section 33(2) of the Regulations.

[17] The Tribunal finds, on the contrary, that the employment relationship was severed on June 28, 2023, and that the June 18, 2023, note didn't guarantee continuity of employment.

[18] The Tribunal finds that the Appellant rebutted the presumption of disentitlement from June 28, 2023. The ROE submitted by the employer clearly indicates an end of contract, a break in the relationship with the employer.

[19] As for the note, it suggests a conditional intention based on several factors beyond both parties' control. It doesn't change the break in employment indicated by the employer.

[20] Considering all the factors mentioned above, the Tribunal finds that the Appellant qualifies and that two of the conditions for exemption set out in Regulation 33(2) were met on June 28, 2023: her contract of employment for teaching had ended and she was working part-time, as the Appellant showed in GD2-12.

[21] The Tribunal finds that the Appellant met her burden of proving, on the balance of evidence, that she was entitled to benefits from June 28, 2023, by overcoming the presumption of disentitlement.

## **Conclusion**

[22] The appeal is allowed.

Jacques Bouchard  
Member, General Division – Employment Insurance Section