BOARD OF REFEREES
Employment Insurance

CONSEIL ARBITRAL
Assurance-emploi

BOARD OF REFEREES DECISION
DÉCISION DU CONSEIL ARBITRAL

Case number - Numéro de la cause
09-1363

Name of appellant - Nom de l'appelant/appelante	File number - Numéro de dossier
Andrea Rachel et al	**-589-435**

Service Canada Centre address – Adresse du Centre Service Canada	Place of hearing - Endroit de l'audience
100 - 4259 Canada Way Burnaby BC V5G 4Y2	Boardroom 2 Suite 500 - 5050 Kingsway Burnaby BC V5H 4C2

Attending parties and witnesses heard during the hearing with their title, in-person, teleconference, videoconference or on the record
Parties présentes et témoins entendus à l'audience ainsi que leur titre, en personne, téléconférence, vidéoconférence ou sur la foi du dossier

Catherine Pinsent – HEU
Bonnie Pearson – Union Rep
Catherine Sullivan – BCGEU
Jonathan Chapnick – BCGEU
Maria Koroneos – Leo McGrady & Co
Leo McGrady – Leo McGrady & Co

Hearing audio recorded ☒ Enregistrement de l'audience	Date
	2-March-2010

DECISION OF THE BOARD OF REFEREES -- DÉCISION DU CONSEIL ARBITRAL

MAJORITY DECISION

Issue:

The issue before the Board is whether monies received by the claimant as a result of Facilities Bargaining Association (FBA) Bill 29 Settlement Agreement constitutes earnings to be allocated pursuant to Section 45 of the Employment Insurance Act and Sections 35 and 36 of the Employment Insurance Regulations.

INFORMATION FROM THE DOCKET

An initial claim for employment insurance benefits was established effective November 30, 2003.

The claimant's last day of work with Vancouver Coastal Health was October 10, 2003. She remained on salary continuance until November 28, 2003. She was then laid off.

Chairperson - Président/Présidente	Member - Membre	Member - Membre
R.G Smith	R. Shore	
	Date decision signed – Décision signée le 2-March-2010	Decision sent on - Date d'envoi de la décision MAR - 4 2010

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI – B

BOARD OF REFEREES DECISION
DÉCISION DU CONSEIL ARBITRAL

Case number - Numéro de la cause
09-1363

Name of appellant - Nom de l'appelant/appelante	File number - Numéro de dossier
Andrea Rachel et al	**-589-435**

On separation the claimant was paid:

- $1768.47 vacation pay
- $978.34 sick leave credit payout
- $4360.73 severance pay

The separation payments were allocated to the claimant's benefit period based on her normal weekly earnings of $708.75. She was, therefore, unable to serve her waiting period until the week of February 8, 2004. She was then paid 39 weeks of benefits.

As a result of settlement between the Government of British Columbia and the Facilities Bargaining Association (FBA), the claimant was paid $14578.00 as per a 2007 Supreme Court of Canada ruling pertaining to the validity of Bill 29.

The evidence shows the claimant lost her employment in 2003 as a direct result of a provision contained in Bill 29.

The Commission contends that the settlement amount received by the claimant constitutes earnings pursuant to subsection 35(2) of the Regulations. Therefore, the money must be allocated pursuant to subsection 36(9) and 36(10) of the Regulations.

The monies were allocated according to the claimant's normal weekly earnings from Vancouver Coastal Health taking into consideration the separation earnings that were previously allocated on her claim.

The result of the allocation of earnings was an overpayment in the amount of $8191.00.

Chairperson - Président/Présidente	Member - Membre	Member - Membre
R.G Smith	R. Shore	
	Date decision signed – Décision signée le 2-March-2010	Decision sent on - Date d'envoi de la décision MAR – 4 2010

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI – B

BOARD OF REFEREES
Employment Insurance

CONSEIL ARBITRAL
Assurance-emploi

BOARD OF REFEREES DECISION
DÉCISION DU CONSEIL ARBITRAL

Case number - Numéro de la cause
09-1363

Name of appellant - Nom de l'appelant/appelante	File number - Numéro de dossier
Andrea Rachel et al	**-589-435**

The claimant, through representatives, contends that the monies received do not constitute earnings within the meaning of the Employment Insurance Act.

EVIDENCE FROM THE HEARING

The claimant attended the hearing and accepted the Board's offer to have the hearing recorded. No new written submissions were presented.

Parties in attendance in support of the claimant:

Catherine Pinsent – HEU
Bonnie Pearson – Union Rep
Leo McGrady – Leo McGrady & Co
Catherine Sullivan – BCGEU
Jonathan Chapnick – BCGEU
Maria Koroneos – Leo McGrady & Co

Ms. Catherine Sullivan addressed the Board and reiterated the representatives position as outlined in the docket. They submit the "true nature" of the payment represented a damage award for a violation of the claimant's constitutional rights and should not be considered to be earnings within the meaning of the Employment Insurance Act and its Regulations. She gave a full background of events leading to the settlement agreement.

Mr. McGrady spoke to the constitutionality of Bill 29 and the impact on workers in the health sector.

Both stated that the employer was not a party to the litigation and it was the Government of BC who paid "go away" monies to end what they characterized as a complex set of circumstances.

Chairperson - Président/Présidente	Member - Membre	Member - Membre
R.G Smith	R. Shore	
	Date decision signed – Décision signée le 2-March-2010	Decision sent on - Date d'envoi de la décision MAR - 4 2010

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI – B

BOARD OF REFEREES DECISION
DÉCISION DU CONSEIL ARBITRAL

Case number - Numéro de la cause
09-1363

Name of appellant - Nom de l'appelant/appelante	File number - Numéro de dossier
Andrea Rachel et al	**-589-435**

The representatives asked the Board to overturn the Commission's decision and find the monies received were not earnings within the meaning of the Employment Insurance Act and its Regulations.

The representative was asked to identify where in the settlement documents or related arbitration awards does it specifically state that impact payments are other than for employment loss. Where does it say that impact monies were for damages relative to constitutional rights violations? The representative stated, "none of the parties to the settlements turned their minds to the status of the settlement monies. If they had, they would have addressed that they were not earnings under the EI Act".

The reiterated that neither the claimant nor the Government were not parties to the litigation and the Government was only paying monies as the legislator. They also stated they were not blind to the fact that third parties can pay and referenced ICBC as an example.

The hearing ended only after it was identified that the presentations and evidence were complete and there was nothing else to add to the hearing on the issues before the Board.

FINDING OF FACT AND APPLICATION OF LAW

The claimant has stated that the sole issue is whether the monies paid by the B.C. Government, in their true nature constitute earnings under the Act.

The Board finds the issue(s) before the Board is two fold: whether monies received by the claimant as a result of Facilities Bargaining Association (FBA) Bill 29 Settlement Agreement constitutes earnings **and** should they be allocated pursuant to Section 45 of the Employment Insurance Act and Sections 35 and 36 of the Employment Insurance Regulations.

Chairperson - Président/Présidente	Member - Membre	Member - Membre
R.G Smith	R. Shore	
	Date decision signed – Décision signée le 2-March-2010	Decision sent on - Date d'envoi de la décision MAR - 4 2010

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI – B

BOARD OF REFEREES DECISION
DÉCISION DU CONSEIL ARBITRAL

Case number - Numéro de la cause
09-1363

Name of appellant - Nom de l'appelant/appelante	File number - Numéro de dossier
Andrea Rachel et al	**-589-435**

Where the issue is one of earnings, the Board must determine whether the monies received are earnings for benefit purposes, and if so, should they be allocated. The legal test is, to be considered earnings the income must arise out of any employment.

Monies received from an employer are presumed to be earnings and must therefore be allocated unless the amount falls within an exception in subsection 35(7) of the Regulations or the sums do not arise from employment.

In the instant case the claimant contends that the monies received should not constitute earnings, as they were not received from the employer. The claimant contends the monies were received in consideration of circumstances or damages unrelated to the loss of employment and income. The claimant has provided an abundance of jurisprudence to support her position and states that the "true nature" of the payment must be examined.

The Majority of the Board finds that the jurisprudence in the cited Canadian Umpire Benefit rulings is not relevant to the issue before the Board. The cited cases, while in some cases seemingly similar to the case at hand are, the Board finds, the circumstances of each case substantially different and not reflective of the issues in the instant case. The Majority of the Board finds as fact that the case before this Board is particular unto itself and must be examined on its own merits.

The Majority of the Board finds as fact that the direct impact of Bill 29 was that a number of workers (HEU) lost their employment. In the instant case, the claimant was a housekeeper at Lions Gate Hospital and was laid off as a direct result of Bill 29.

Through her Union and the Facilities Bargaining Association (FBA) Bill 29 Settlement Agreement the claimant was paid a settlement in the amount of $14,578.00 The claimant's representative puts forward the argument that the true nature of the payment was for damages resulting from a violation of the claimant's Charter Rights; to settle a dispute with the Government of British Columbia unrelated to her employment or loss thereof.

Chairperson - Président/Présidente	Member - Membre	Member - Membre
R.G Smith	R. Shore	
	Date decision signed – Décision signée le 2-March-2010	Decision sent on - Date d'envoi de la décision MAR - 4 2010

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI – B

BOARD OF REFEREES DECISION
DÉCISION DU CONSEIL ARBITRAL

Case number - Numéro de la cause
09-1363

Name of appellant - Nom de l'appelant/appelante	File number - Numéro de dossier
Andrea Rachel et al	**-589-435**

After examining all the documentary evidence and determining the import and relevance of the verbal submissions presented at the hearing the Majority of the Board finds as fact:

- The monies received by the claimant through the Facilities Bargaining Association (FBA) Bill 29 Settlement Agreement is income as defined in the Employment Insurance Act and its Regulations.

- The monies received by the claimant through the Facilities Bargaining Association (FBA) Bill 29 Settlement Agreement were the direct result of the loss of her employment. The FBA admitted as such in its notice outlining the criteria for eligibility stating "You are eligible to file a claim from the fund established in the Bill 29 Settlement Agreement if you were a regular employee and received a written displacement notice on or after January 28, 2002 from a Health Sector Employer notifying you that one of the following had occurred:

  - Your regular position was eliminated due to contracting out;
  - Your regular position was eliminated due to the closure of a Health Sector facility
  - You were bumped by a more senior employee and lost your job or
  - You were bumped by a more senior employee and earn less than you did before the bump.

In Exhibit 9.39 a letter from the Bill 29 Settlement Agreement Joint Governance Committee it is clearly stated to the claimant "This payment arises from your employment..."

At the hearing the representative was asked to identify where in the settlement documents or related arbitration awards does it specifically state that impact payments are other than for employment loss. Where does it say that impact monies were for damages relative to constitutional rights violations? The representative stated, "none of the parties to the settlements turned their

Chairperson - Président/Présidente	Member - Membre	Member - Membre
R.G Smith	R. Shore	
	Date decision signed – Décision signée le 2-March-2010	Decision sent on - Date d'envoi de la décision MAR - 4 2010

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI – B

minds to the status of the settlement monies. If they had, they would have addressed that they were not earnings under the EI Act". As it was not addressed during any portion of the litigation or settlement agreement, the Majority of the Board finds that the representatives cannot now presume the monies would have been determined not to be earnings for Employment Insurance purposes.

Clearly, had the claimant not been employed in the health sector and had the claimant not lost her job and income as a direct result of the provisions of Bill 29, the claimant would not have received these monies nor would she have had an entitlement to them. The Majority of the Board finds there is no evidence that the settlement payment, in whole or in part, was made for circumstances or damages not related to the claimant's loss of employment and loss of income.

- The income received does not fall within an exception in subsection 35(7) of the Regulations.

- Section 35(2) of the Regulations is specific and states that the earnings to be taken into account to determine the amount to be deducted from benefits is the entire income of a claimant. Consequently, the gross settlement payment the claimant received must be taken into account.

- While the claimant argues the monies were not paid by the employer but rather, were paid by the Government of British Columbia, the Majority of the Board finds the determination of eligibility for a settlement amount was with the employer representative sitting as a member of the Joint Governance Committee with the FBA. It is clear to the Majority of the Board, and confirmed in Exhibit 5.3 and 9.39, that the payment resulted from a direct relationship between the claimant and her employment.

- As the monies received do not fall within an exception in subsection 35(7), and as they have been found to arise out of the claimant's employment or loss of

Chairperson - Président/Présidente	Member - Membre	Member - Membre
R.G Smith	R. Shore	
	Date decision signed – Décision signée le 2-March-2010	Decision sent on - Date d'envoi de la décision MAR - 4 2010

BOARD OF REFEREES DECISION
DÉCISION DU CONSEIL ARBITRAL

Case number - Numéro de la cause
09-1363

Name of appellant - Nom de l'appelant/appelante	File number - Numéro de dossier
Andrea Rachel et al	**-589-435**

employment and income, in accordance with Regulation 35 and 36, they are deemed earnings for benefit purposes and must be allocated.

- The Majority of the Board finds that the Commission has correctly determined the monies received to be earnings and has correctly allocated those earnings beginning with her week of separation from Vancouver Coastal Health.

- The claimant received employment insurance benefits during the same period covered by the allocation of earnings.

- As a result, an overpayment of $8,191.00 has been created.

The Majority of the Board is fully aware that any decision relative to overpayments rests with the Commission. However, the Board has thoroughly examined all the issues in this case and has found that as a direct result of Bill 29 the claimant(s) has suffered grievous harm personally and financially. The circumstances leading to this hearing case have been extremely traumatic to the claimant(s) and, the Board opines that such is neither the intent nor the desire of the Commission. To further demand of the claimant(s) in the case that overpayments must be repaid would, in the opinion of the Majority of the Board of Referees, cause the claimant(s) undue hardship and sully the reputation of the Commission.

The Majority of the Board strongly and unanimously recommends that the Commission exercise its right to waive the total overpayment relative to Regulation 56. Regulation 56 states that a proof of hardship need not be elaborate for a claimant of ordinary means when the overpayment is large and would cause undue hardship. Undue hardship does not just mean financial hardship. There is hardship any time that claimants, through no fault of their own, are paid money to which they were not entitled and must repay.

Chairperson - Président/Présidente	Member - Membre	Member - Membre
R.G Smith	R. Shore	
	Date decision signed – Décision signée le 2-March-2010	Decision sent on - Date d'envoi de la décision MAR - 4 2010

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI – B

BOARD OF REFEREES
Employment Insurance

CONSEIL ARBITRAL
Assurance-emploi

BOARD OF REFEREES DECISION
DÉCISION DU CONSEIL ARBITRAL

Case number - Numéro de la cause
09-1363

Name of appellant - Nom de l'appelant/appelante	File number - Numéro de dossier
Andrea Rachel et al	-589-435

DECISION

After carefully considering all the evidence as well as the relevant provisions of the Act and relevant jurisprudence, the Majority of the Board **DISMISSES** the appeal on the issues of whether monies received by the claimant as a result of Facilities Bargaining Association (FBA) Bill 29 Settlement Agreement constitutes earnings and should they be allocated pursuant to Section 45 of the Employment Insurance Act and Sections 35 and 36 of the Employment Insurance Regulations.

Chairperson - Président/Présidente	Member - Membre	Member - Membre
R.G Smith	R. Shore	
	Date decision signed – Décision signée le 2-March-2010	Decision sent on - Date d'envoi de la décision MAR - 4 2010

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI – B

BOARD OF REFEREES
Employment Insurance

CONSEIL ARBITRAL
Assurance-emploi

BOARD OF REFEREES DECISION (CONTINUED)
DÉCISION DU CONSEIL ARBITRAL (SUITE)

Case number - Numéro de la cause
09-1363

Name of appellant - Nom de l'appelant/appelante	File number – Numéro de dossier
Andrea Rachel et al	-589-435

MINORITY DECISION

ADDITIONAL EVIDENCE FROM THE HEARING

The claimants' representatives argued that the $68 million distributed among the facilities and $1.5 million for the community components of the health sector were restitution payments made by the government of B.C. following a Supreme Court of Canada decision that Bill 29 was a violation of the rights of those employees. The Health Employers Association which represents 300 health employers in B.C. was not a party to that SCC action, nor was any individual employer. The named claimant herself was not a party to the action and, in fact, was laid off a year after the litigation commenced.

The claimants' argument held that the monies were not earnings as they were not paid by an employer, nor were they based upon a settlement of grievances as many of those who received payment, including the representative claimant, did not file a grievance. They were called "impact monies" because they were paid to those who were impacted by Bill 29. In addition to being an ex gracia settlement of damages, payment of the lump sum made other issues "go away". For example, the unions agreed not to pursue further litigation.

They further argued that the fact that the employers were used to disseminate the funds was an administrative decision only which should not alter the nature of the payment.

FINDINGS OF FACT AND APPLICATION OF THE LAW

Subsection 36(2) of the E.I. Regulations requires that to be considered earnings, the income must be *"arising out of any employment"*.

Chairperson - Président/Présidente	Member - Membre	Member - Membre
		M. Cinoy
	Date decision signed – Décision signée le 2-March-2010	Decision sent on - Date d'envoi de la décision MAR - 4 2010

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI - B

INS 4006 (01-02) B

633134-73

Canada

The Minority finds that the payments made to the claimants were damages and therefore not earnings for purposes of the Act. **CUB 17987** cites a situation whereby monies the claimant received came from a payment to his union as a consideration of withdrawal of a wrongful dismissal action. The Minority notes that the payments under consideration in this case were paid partly as a result of the unions agreeing not to pursue further action against the government. The Minority finds that no health employer or the named claimant herself (who was laid off a year after the litigation commenced) was a party to the Supreme Court action.

CUB 55488 holds that "harassment and discrimination are similar to torts and in my view are compensated by damages". The Minority finds that a violation of Charter rights and freedoms amounts to a human rights violation and therefore any payment in reparation should be considered damages.

The Minority further finds that the settlement monies were paid by the government of BC as a legislator who had violated the Charter rights of the affected individuals and not as an employer. The Minority refers to Exhibit 45.2 wherein the Deputy Minister to the Premier states exactly that.

With regard to the settlement agreement signed by the FBA and the HEA, each representative of the parties at the bargaining table, the Minority finds that the HEA was not a party to the SCC action. The Minority agrees with the claimants' argument that the HEA's affiliates were called upon to distribute the funds solely for administrative efficiency. Considering that there were approximately 9,000 cheques to be issued, this arrangement is not surprising. The settlement agreement wording, therefore, cannot be considered germane to the determination of "earnings". Insofar as the dispensation of funds is concerned, it was a third-party agreement. **FCA A-184-95** states that the method of disbursement does "not change the true legal nature of the money distributed".

Chairperson - Président/Présidente	Member - Membre	Member - Membre
		M. Olney
	Date decision signed – Décision signée le: 2-March-2010	Decision sent on - Date d'envoi de la décision: MAR – 4 2010

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI - B

BOARD OF REFEREES DECISION (CONTINUED)
DÉCISION DU CONSEIL ARBITRAL (SUITE)

Case number - Numéro de la cause
09-1363

Name of appellant - Nom de l'appelant/appelante	File number – Numéro de dossier
Andrea Rachel et al	**-589-435**

CUB 33512 cites **CUB 8568** which allows that payment "to relieve an impossible situation was not earnings for unemployment insurance purposes". This finding was upheld by **A-533-84**. The Minority finds that such an "impossible situation" existed in the present case. Thousands of people were out of the street, there was a tremendous upheaval amongst the entire health sector. All this was a result of Bill 29 which the Supreme Court later held to have violated the charter rights of those individuals. To compensate for the trauma and the upheaval in their lives and to make further litigation go away, the government made an ex gracia payment which was disbursed in the only manner possible, through the administrative machinery that was already in place to pay the individuals concerned. In order to do so efficiently, a settlement agreement was negotiated, arbitrated, points established to determine how much each individual was impacted and cheques issued.

DECISION

The Minority Board **allows** the appeal.

Chairperson - Président/Présidente	Member - Membre	Member - Membre
		M. Olney
	Date decision signed – Décision signée le 2-March-2010	Decision sent on - Date d'envoi de la décision MAR – 4 2010

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI - B

CONSEIL ARBITRAL
Assurance-emploi

BOARD OF REFEREES
Employment Insurance

File number / Numéro de dossier:-589-435

RELATIVEMENT À l'appel interjeté par Andrea Rachel et al	IN THE MATTER OF the appeal by Andrea Rachel et al

Comment porter en appel une décision du conseil arbitral

En vertu de l'article 115 de la *Loi sur l'assurance-emploi* :

- un prestataire ou les autres personnes qui font l'objet de la décision de la Commission de l'assurance-emploi du Canada;
- son employeur;
- l'association dont le prestataire ou l'employeur est membre;
- ou la Commission

a le droit de porter en appel une décision du conseil arbitral devant un juge-arbitre.

Les seuls motifs d'appel devant un juge-arbitre sont les suivants :

a) le conseil arbitral n'a pas observé un principe de justice naturelle ou a autrement excédé ou refusé d'exercer sa compétence;
b) le conseil arbitral a rendu une décision ou une ordonnance entachée d'une erreur de droit, que l'erreur ressorte ou non à la lecture du dossier;
c) le conseil arbitral a fondé sa décision ou son ordonnance sur une conclusion de fait erronée, tirée de façon abusive ou arbitraire ou sans tenir compte des éléments portés à sa connaissance.

En vertu de l'article 116 de la Loi, **l'appel au juge-arbitre doit être formé dans les 60 jours de la communication de la décision du conseil arbitral ou dans le délai supplémentaire que le juge-arbitre peut accorder pour des raisons spéciales.** En vertu de l'article 85 du *Règlement sur l'assurance-emploi*, un appel interjeté devant un juge-arbitre doit être :

- formulé par écrit; et
- envoyé au Centre Service Canada.

Les audiences au juge-arbitre sont ouvertes au public. Les décisions des juges-arbitres créent de la jurisprudence et sont de caractère public. Toutes ces décisions sont disponibles sur Internet à des fins de référence pour les conseils arbitraux et pour aider les appelants et leurs représentants à préparer leurs appels.

Veuillez visiter le site Web *Au service des appelants de l'assurance-emploi* www.ei-ae.gc.ca pour obtenir de plus amples renseignements sur le processus d'appel, pour obtenir le formulaire d'appel « Avis d'appel devant le juge-arbitre » ou pour consulter la jurisprudence. Sur la page d'accueil, la barre de menu verticale située à gauche contient un lien vers les Appels devant le juge-arbitre et Recherche de décisions rendues dans des cas similaires et la barre de menu verticale située à droite un lien vers la Bibliothèque de la jurisprudence.

Pour obtenir une copie papier du formulaire d'appel au juge-arbitre, vous pouvez aussi communiquer avec votre Centre Service Canada ou téléphoner à TÉLÉMESSAGE au 1-800-808-6352.

How to Appeal a Board of Referees' Decision

In accordance with Section 115 of the *Employment Insurance Act*:

- a claimant or other person who is the subject of a decision of the Canada Employment Insurance Commission;
- an employer of a claimant;
- an association of which the claimant or employer is a member; or
- the Commission

has the right to appeal a Board of Referees' decision to the Umpire.

The only grounds of appeal to the Umpire are that:

a) the Board of Referees failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise its jurisdiction;
b) the Board of Referees erred in law in making its decision or order, whether or not the error appears on the face of the record; or
c) the Board of Referees based its decision or order on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.

In accordance with Section 116 of the Act, **the appeal to the Umpire must be brought within 60 days of the communication of the Board of Referees' decision or any longer period that the Umpire may allow for special reasons.** In accordance with Section 85 of the *Employment Insurance Regulations* the appeal must be:

- made in writing; and
- sent to your Service Canada Centre.

Umpire appeal hearings are open to the public. Umpire decisions create case law (jurisprudence) and are a matter of public record. All these decisions are available on the internet for reference by Boards of Referees and to assist appellants and their representatives with their appeals.

Visit the Serving Employment Insurance Appellants site at www.ei-ae.gc.ca to find out more about the appeal process, obtain the appeal form "Notice of Appeal to the Umpire" and consult the jurisprudence. On the home page, the vertical menu on the left contains a link to the Appeals to the Umpire and Researching Similar Cases and the vertical menu on the right contains a link to the Jurisprudence Library.

For a paper copy of the Umpire appeal form you can contact your Service Canada Centre or call TELEMESSAGES at 1-800-206-7218.

Canada