

Federal Court



Cour fédérale

Date: 20171103

Docket: T-659-15

Citation: 2017 FC 998

Ottawa, Ontario, November 3, 2017

PRESENT: The Honourable Mr. Justice Gleeson

BETWEEN:

NORMA SHERWOOD

Applicant

and

ATTORNEY GENERAL OF CANADA

Respondent

JUDGMENT AND REASONS

I. Overview

[1] Ms. Norma Sherwood represents herself on this application for judicial review of the March 27, 2015 decision of the Appeal Division of the Social Security Tribunal [SST-AD]. The SST-AD refused leave to appeal a decision of the General Division [SST-GD] finding that a claim for Employment Insurance [EI] benefits should not be antedated as good cause for the delay in making the claim had not been shown.

[2] The SST-AD determined that the arguments Ms. Sherwood sought to advance on the appeal were essentially repetitive of those made before the SST-GD and that she had not demonstrated a reasonable chance of success on one of the three grounds of appeal identified at subsection 58(1) of the *Department of Employment and Social Development Act*, SC 2005, c 34 [DESDA].

[3] Ms. Sherwood very ably advanced her arguments on the application and her sincerity in advocating her position was evident. However, on this judicial review, the role of the Court is to assess whether the decision under review is reasonable. This requires the Court to consider whether the reasons reflect an intelligible, transparent and justifiable decision-making process and whether the result falls within the range of reasonable acceptable outcomes based on the facts and the law. Applying this standard, as I am obligated to do, I am unable to identify any error on the part of the SST-AD warranting my intervention in this case. The application is dismissed for the reasons that follow.

II. Background

[4] Ms. Sherwood had worked for Symcor as a data entry operator for approximately 18 years, from October 1985 until her termination in September 2003. Her termination was the consequence of outsourcing. She received a severance package that paid her benefits until January 30, 2004. She did not apply for regular EI benefits at the time of her termination.

[5] In November of 2003, Ms. Sherwood was diagnosed with a condition requiring multiple surgeries on her left hand. As a result of her medical condition she was approved, in July 2004,

for sick benefits that were antedated to February 16, 2004 for a 15 week maximum period. Ms. Sherwood asserts that in the summer of 2004 she inquired about further EI benefits at the Scarborough Service Canada office and each time was given documentation to apply for Canada Pension Plan [CPP] disability benefits. She applied for disability benefits. The application was denied and the denial was maintained by the Appeals Board in 2007.

[6] As noted above Ms. Sherwood did not apply for EI regular benefits at the time her employment was terminated and it is not in dispute that she did not apply for EI benefits related to the termination of her employment in 2003 at any other time prior to the filing of her claim on January 13, 2014. Ms. Sherwood asserts that she had the intention of doing so but was directed to apply for CPP disability benefits. She further asserts that upon being denied CPP disability benefits in 2007 she again inquired about a claim for regular EI benefits but was advised that she did not qualify.

[7] Ms. Sherwood returned to work in 2008 through a placement agency and in 2011 pursued a claim for EI benefits relating to her post 2008 employment. That claim that was denied as she had insufficient insurable hours within the qualifying period. She did not inquire into, or apply for, benefits relating to her 2003 termination of employment at that time.

[8] In 2013 Ms. Sherwood became aware of a news story that reported government fraud detection investigators, as part of a broader money saving initiative within the Federal Government, were required to work to a quota in identifying fraudulent claims within the social service system. This report led Ms. Sherwood to write to senior government officials regarding

her 2003 EI sick benefit claim. She received a written response advising her that she had received the maximum amount of EI sick benefits. The written response also advised her that “[w]hen [she] originally applied, [she] was in fact entitled to receive up to 50 weeks of EI benefits, however, regardless of whether or not all weeks of entitlement were paid, your benefit period ended on March 26, 2005.” The response letter indicates that there was no record of her requesting to convert the EI sick benefits to regular benefits and that should she decide to request to antedate a claim for these regular benefits she “must show that [she] had good cause for delaying [her] conversion request for nearly nine years for it to be approved.”

[9] It appears that on the basis of this information Ms. Sherwood then applied for EI benefits on January 13, 2014, requesting that her claim be antedated to 2004. She relied on her serious illness, the stress of having lost her long term employment, and that she was confused and misunderstood the information from Service Canada to explain why she had applied for EI sick benefits but not regular benefits in 2004.

[10] The request was denied by the Canada Employment Insurance Commission and Ms. Sherwood sought reconsideration. In seeking reconsideration she again relied on her medical circumstances in 2004. She also submitted she had been treated unfairly and given incorrect information: Service Canada provided her with information relating to CPP benefits instead of providing information and assistance with EI regular benefits.

[11] The request for reconsideration was denied and Ms. Sherwood pursued her claim before the SST-GD.

III. Relevant Legislation

[12] For ease of reference, relevant portions of the *Employment Insurance Act*, SC, 1985, c 23 [EIA] and the DESDA are reproduced in the Annex attached.

IV. Standard of Review

[13] A decision of the SST-AD denying leave is to be reviewed against a standard of reasonableness (*Griffin v Canada (AG)*, 2016 FC 874 at paras 13-14, *Marcia v Canada (AG)*, 2016 FC 1367 at para 23). The SST-AD is owed deference in respect of its findings of fact, mixed fact and law, and in the interpretation of its home statute (*Canada (AG) v Hoffman*, 2015 FC 1348 at para 33).

V. Analysis

[14] The decision of the SST-AD is before the Court for review, however in considering the reasonableness of that decision it is necessary to review and consider the decision of the SST-GD.

[15] In refusing Ms. Sherwood's claim the SST-GD references subsection 10(4) of the EIA which provides that an initial claim for benefits may be considered as having been made on an earlier date where: (1) the claimant was qualified to receive benefits on the earlier date being requested; and (2) there was good cause for the delay in making the claim throughout the entire period of the delay.

[16] The SST-GD then noted that: (1) it was Ms. Sherwood's burden to establish the good cause for the delay; (2) good cause required her to demonstrate she acted as reasonable and prudent persons would have in the same circumstances to satisfy themselves of their rights and obligations under the EIA; and (3) absent exceptional circumstances she was expected to take reasonably prompt steps to understand her entitlement to benefits and obligations under the EIA. The SST-GD cited a number of decisions from the Federal Court of Appeal in support of these principles (*Mauchel v Canada (AG)*, 2012 FCA 202; *Bradford v Canada Employment Insurance Commission*, 2012 FCA 120; *Canada (AG) v Albrecht*, [1985] 1 FC 710 (CA); *Canada (AG) v Kaler*, 2011 FCA 266; *Canada (AG) v Innes*, 2010 FCA 341; *Canada v Carry*, 2005 FCA 367).

[17] In assessing the claim based on the above principles the SST-GD recognized that Ms. Sherwood had experienced very difficult times through 2004 but was not satisfied this provided an explanation for the entire 10 year period of delay. The SST-GD also acknowledged Ms. Sherwood's evidence to the effect that Service Canada employees had provided information with respect to CPP disability benefits when they should have recognized her entitlement to EI benefits but noted this did not relieve her of her obligation to ascertain her rights under the EIA.

[18] The SST-GD concluded that a reasonable and prudent person would not have waited as long as Ms. Sherwood did to satisfy herself as to her rights and obligations and found that a 10 year delay in claiming benefits justified on the basis that the claimant was unaware of her entitlement did not amount to exceptional circumstances. The SST-GD found "good cause" for the entire period of delay had not been demonstrated.

[19] The SST-AD identified “a reasonable chance of success on appeal” as the issue before it. The SST-AD identified the grounds of appeal as set out in subsection 58(1) of the DESDA: (1) a failure of the SST-GD to observe a principle of natural justice, or the SST-GD acting beyond or refusing to exercise its jurisdiction; (2) an error in law in the making of the SST-GD decision; or (3) an SST-GD decision based on an erroneous finding of fact made in a perverse or capricious manner or without regard for the material before it.

[20] The SST-AD then noted that Ms. Sherwood was essentially asking the SST-AD to re-weigh the evidence and that this was not within the enumerated grounds of appeal. In seeking judicial review of the SST-AD decision Ms. Sherwood has again relied on the circumstances relating to her illness in 2004 and the failure of Service Canada to recognize her right to EI benefits.

[21] Having considered Ms. Sherwood’s written and oral submissions, I would frame her argument as follows – the SST-GD decision was based on erroneous findings that are inconsistent with the evidence she presented and the SST-AD conclusion that she had not established a reasonable chance of success on appeal was unreasonable. Despite Ms. Sherwood’s respectful and forceful submissions, I am unable to agree.

[22] The SST-GD correctly noted that Ms. Sherwood had the burden of establishing “just cause” for the full period of delay in claiming EI benefits. In reviewing the record there is some evidence that Service Canada employees advised Ms. Sherwood that she was not eligible for

benefits in response to inquiries she made. Ms. Sherwood relies on this evidence to explain why she did not claim benefits at that time and did not do so at any other time prior to 2014.

[23] The SST-GD did not overlook or ignore this evidence. Rather the SST-GD dealt with it directly. The SST-GD noted that Ms. Sherwood provided little detail regarding her Service Canada visits and noted she had a positive obligation to ascertain her rights. In making this finding the SST-GD was also aware of Ms. Sherwood's 2011 claim for EI benefits where again she had the opportunity to pursue her 2004 claim but did not. When asked why, she explained "that she did not think about it." While Ms. Sherwood disagrees with the SST-GD, it was not unreasonable for the SST-AD to conclude that Ms. Sherwood fell short of demonstrating a reasonable chance of success on appeal on the basis that the finding of fact was erroneous and made in an arbitrary or capricious manner.

VI. Conclusion

[24] The SST-AD decision is not the decision Ms. Sherwood would have preferred but as set out above the decision is neither unreasonable nor based on an error in law that would warrant this Court's intervention. The application is dismissed. No costs are awarded.

JUDGMENT

THIS COURT'S JUDGMENT is that the application is dismissed. Costs are not awarded.

"Patrick Gleeson"

Judge

FEDERAL COURT
SOLICITORS OF RECORD

DOCKET: T-659-15

STYLE OF CAUSE: NORMA SHERWOOD v ATTORNEY GENERAL OF CANADA

PLACE OF HEARING: TORONTO, ONTARIO

DATE OF HEARING: JUNE 14, 2017

JUDGMENT AND REASONS: GLEESON J.

DATED: NOVEMBER 3, 2017

APPEARANCES:

Norma Sherwood

FOR THE APPLICANT
(ON HER OWN BEHALF)

Vanessa Luna

FOR THE RESPONDENT

SOLICITORS OF RECORD:

Attorney General of Canada
Gatineau, Québec

FOR THE RESPONDENT

ANNEX A

Department of Employment and Social Development Act, SC 2005, c 34:

- | | |
|---|--|
| 58 (1) The only grounds of appeal are that | 58 (1) Les seuls moyens d'appel sont les suivants : |
| (a) the General Division failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise its jurisdiction; | a) la division générale n'a pas observé un principe de justice naturelle ou a autrement excédé ou refusé d'exercer sa compétence; |
| (b) the General Division erred in law in making its decision, whether or not the error appears on the face of the record; or | b) elle a rendu une décision entachée d'une erreur de droit, que l'erreur ressorte ou non à la lecture du dossier; |
| (c) the General Division based its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it. | c) elle a fondé sa décision sur une conclusion de fait erronée, tirée de façon abusive ou arbitraire ou sans tenir compte des éléments portés à sa connaissance. |
| (2) Leave to appeal is refused if the Appeal Division is satisfied that the appeal has no reasonable chance of success. | (2) La division d'appel rejette la demande de permission d'en appeler si elle est convaincue que l'appel n'a aucune chance raisonnable de succès. |
| (3) The Appeal Division must either grant or refuse leave to appeal. | (3) Elle accorde ou refuse cette permission. |
| (4) The Appeal Division must give written reasons for its decision to grant or refuse leave and send copies to the appellant and any other party. | (4) Elle rend une décision motivée par écrit et en fait parvenir une copie à l'appelant et à toute autre partie. |
| (5) If leave to appeal is granted, the application for leave to appeal becomes the | (5) Dans les cas où la permission est accordée, la |

<p>notice of appeal and is deemed to have been filed on the day on which the application for leave to appeal was filed.</p>	<p>demande de permission est assimilée à un avis d'appel et celui-ci est réputé avoir été déposé à la date du dépôt de la demande de permission.</p>
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<p>59 (1) The Appeal Division may dismiss the appeal, give the decision that the General Division should have given, refer the matter back to the General Division for reconsideration in accordance with any directions that the Appeal Division considers appropriate or confirm, rescind or vary the decision of the General Division in whole or in part.</p>	<p>59 (1) La division d'appel peut rejeter l'appel, rendre la décision que la division générale aurait dû rendre, renvoyer l'affaire à la division générale pour réexamen conformément aux directives qu'elle juge indiquées, ou confirmer, infirmer ou modifier totalement ou partiellement la décision de la division générale.</p>
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<p>(2) The Appeal Division must give written reasons for its decision and send copies to the appellant and any other party.</p>	<p>(2) Elle rend une décision motivée par écrit et en fait parvenir une copie à l'appelant et à toute autre partie.</p>
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Employment Insurance Act, SC, 1985, c 23:

<p>Beginning of benefit period</p>	<p>Début de la période de prestations</p>
<p>10 (1) A benefit period begins on the later of</p>	<p>10 (1) La période de prestations débute, selon le cas :</p>
<p>(a) the Sunday of the week in which the interruption of earnings occurs, and</p>	<p>a) le dimanche de la semaine au cours de laquelle survient l'arrêt de rémunération;</p>
<p>(b) the Sunday of the week in which the initial claim for benefits is made.</p>	<p>b) le dimanche de la semaine au cours de laquelle est formulée la demande initiale de prestations, si cette semaine est postérieure à celle de l'arrêt de rémunération.</p>

Length of benefit period	Durée de la période de prestations
(2) Except as otherwise provided in subsections (10) to (15) and section 24, the length of a benefit period is 52 weeks.	(2) Sous réserve des paragraphes (10) à (15) et de l'article 24, la durée d'une période de prestations est de cinquante-deux semaines.
Prior benefit period	Période de prestations antérieure
(3) Subject to a change or cancellation of a benefit period under this section, a benefit period shall not be established for the claimant if a prior benefit period has not ended.	(3) Sous réserve de la modification ou de l'annulation d'une période de prestations en vertu des autres dispositions du présent article, il n'est pas établi de période de prestations au profit du prestataire si une période de prestations antérieure n'a pas pris fin.
Late initial claims	Demande initiale tardive
(4) An initial claim for benefits made after the day when the claimant was first qualified to make the claim shall be regarded as having been made on an earlier day if the claimant shows that the claimant qualified to receive benefits on the earlier day and that there was good cause for the delay throughout the period beginning on the earlier day and ending on the day when the initial claim was made.	(4) Lorsque le prestataire présente une demande initiale de prestations après le premier jour où il remplissait les conditions requises pour la présenter, la demande doit être considérée comme ayant été présentée à une date antérieure si le prestataire démontre qu'à cette date antérieure il remplissait les conditions requises pour recevoir des prestations et qu'il avait, durant toute la période écoulée entre cette date antérieure et la date à laquelle il présente sa demande, un motif valable justifiant son retard.
Other late claims	Autres demandes tardives
(5) A claim for benefits, other than an initial claim for	(5) Lorsque le prestataire présente une demande de

benefits, made after the time prescribed for making the claim shall be regarded as having been made on an earlier day if the claimant shows that there was good cause for the delay throughout the period beginning on the earlier day and ending on the day when the claim was made.

prestations, autre qu'une demande initiale, après le délai prévu par règlement pour la présenter, la demande doit être considérée comme ayant été présentée à une date antérieure si celui-ci démontre qu'il avait, durant toute la période écoulée entre cette date antérieure et la date à laquelle il présente sa demande, un motif valable justifiant son retard.

Exception

(5.1) A claim for benefits referred to in section 23.1 with respect to a family member shall not be regarded as having been made on an earlier day under subsection (4) or (5) if

(a) at the time the claim is made, all benefits that may otherwise have been payable in relation to that claim have already been exhausted;

(b) the beginning of the period referred to in subsection 23.1(4) has already been determined with respect to that family member and the claim would have the effect of moving the beginning of that period to an earlier date; or
(c) the claim is made in any other circumstances set out in the regulations.

Exception

(5.2) A claim for benefits referred to in section 23.2 with

Exception

(5.1) La demande de prestations présentée au titre de l'article 23.1 relativement à un membre de la famille n'est pas considérée comme ayant été présentée à une date antérieure pour l'application des paragraphes (4) ou (5) si, selon le cas :

a) au moment où elle est présentée, toutes les prestations qui auraient autrement pu être versées par suite de cette demande ont déjà été versées;

b) le début de la période visée au paragraphe 23.1(4) a déjà été établi pour le membre de la famille en cause et la demande aurait pour effet de porter le début de cette période à une date antérieure;

c) la demande est présentée dans les circonstances prévues par règlement.

Exception

(5.2) La demande de prestations présentée au titre de

respect to a critically ill child or children who are critically ill as a result of the same event must not be regarded as having been made on an earlier day under subsection (4) or (5) if

l'article 23.2 relativement à un enfant gravement malade ou à des enfants gravement malades par suite du même événement n'est pas considérée comme ayant été présentée à une date antérieure pour l'application des paragraphes (4) ou (5) si, selon le cas :

(a) at the time the claim is made, all benefits that may otherwise have been payable in relation to that claim have already been exhausted;

a) au moment où elle est présentée, toutes les prestations qui auraient autrement pu être versées par suite de cette demande ont déjà été versées;

(b) the beginning of the period referred to in subsection 23.2(3) or (4) has already been determined with respect to that child or those children and the claim would have the effect of moving the beginning of that period to an earlier date; or

b) le début de la période visée au paragraphe 23.2(3) ou (4) a déjà été établi pour l'enfant ou les enfants en cause et la demande aurait pour effet de reporter le début de cette période à une date antérieure;

(c) the claim is made in any other circumstances set out in the regulations.

c) la demande est présentée dans les circonstances prévues par règlement.

Cancelling benefit period

Annulation de la période de prestations

(6) Once a benefit period has been established for a claimant, the Commission may

(6) Lorsqu'une période de prestations a été établie au profit d'un prestataire, la Commission peut :

(a) cancel the benefit period if it has ended and no benefits were paid or payable during the period; or

a) annuler cette période si elle est terminée et si aucune prestation n'a été payée, ou ne devait l'être, pendant cette période;

(b) whether or not the period has ended, cancel at the request of the claimant that portion of the benefit period

b) à la demande du prestataire, que la période soit ou non terminée, annuler la partie de cette période qui précède la première semaine à l'égard de

immediately before the first week for which benefits were paid or payable, if the claimant

(i) establishes under this Part, as an insured person, a new benefit period beginning the first week for which benefits were paid or payable or establishes, under Part VII.1, as a self-employed person within the meaning of subsection 152.01(1), a new benefit period beginning the first week for which benefits were paid or payable, and

(ii) shows that there was good cause for the delay in making the request throughout the period beginning on the day when benefits were first paid or payable and ending on the day when the request for cancellation was made.

Effect of cancellation

(7) A cancelled benefit period or portion of a benefit period is deemed never to have begun.

End of benefit period

(8) A benefit period ends when any of the following first occurs:

(a) no further benefits are payable to the claimant in their benefit period, including for the reason that benefits have been paid for the maximum number of weeks for which benefits may be paid under

laquelle des prestations ont été payées ou devaient l'être si :

(i) d'une part, une nouvelle période de prestations, commençant cette semaine-là, est, si ce prestataire est un assuré, établie à son profit au titre de la présente partie ou est, si ce prestataire est un travailleur indépendant au sens du paragraphe 152.01(1), établie à son profit au titre de la partie VII.1;

(ii) d'autre part, le prestataire démontre qu'il avait, durant toute la période écoulée entre la date à laquelle des prestations lui ont été payées ou devaient l'être et la date de sa demande d'annulation, un motif valable justifiant son retard.

Effet de l'annulation

(7) La période de prestations — ou la partie de la période de prestations — annulée est réputée n'avoir jamais débuté.

Fin de la période

(8) La période de prestations prend fin à la date de la première des éventualités suivantes à survenir :

a) le prestataire n'a plus droit à des prestations au cours de sa période de prestations, notamment parce qu'elles lui ont été versées pour le nombre maximal de semaines prévu à l'article 12;

section 12;

(b) the benefit period would otherwise end under this section; or

b) la période se trouverait autrement terminée au titre du présent article;

(c) [Repealed, 2002, c. 9, s. 12]

c) [Abrogé, 2002, ch. 9, art. 12]

(d) the claimant

d) le prestataire, à la fois :

(i) requests that their benefit period end,

(i) demande de mettre fin à une période de prestations établie à son profit,

(ii) makes a new initial claim for benefits under this Part or Part VII.1, and

(ii) formule une nouvelle demande initiale de prestations au titre de la présente partie ou de la partie VII.1,

(iii) qualifies, as an insured person, to receive benefits under this Part or qualifies, as a self-employed person within the meaning of subsection 152.01(1), to receive benefits under Part VII.1.

(iii) remplit les conditions qui lui donnent droit aux prestations prévues par la présente partie, dans le cas où il est un assuré, ou par la partie VII.1, dans le cas où il est un travailleur indépendant au sens du paragraphe 152.01(1).

Late requests

Demandes tardives

(9) Whether or not the benefit period has ended, a request under paragraph 8(d) shall be regarded as having been made on an earlier day if the claimant shows that there was good cause for the delay throughout the period beginning on the earlier day and ending on the day when the request was made.

(9) Lorsque le prestataire présente une demande en vertu de l'alinéa (8)d), que la période de prestations soit ou non terminée, la demande doit être considérée comme ayant été présentée à une date antérieure si le prestataire démontre qu'il avait, durant toute la période écoulée entre cette date antérieure et la date à laquelle il présente sa demande, un motif valable justifiant son retard.

Extension of benefit period

Prolongation de la période de prestations

(10) A claimant's benefit period is extended by the aggregate of any weeks during the benefit period for which the claimant proves, in such manner as the Commission may direct, that the claimant was not entitled to benefits because the claimant was

(a) confined in a jail, penitentiary or other similar institution and was not found guilty of the offence for which the claimant was being held or any other offence arising out of the same transaction;

(b) in receipt of earnings paid because of the complete severance of their relationship with their former employer;

(c) in receipt of workers' compensation payments for an illness or injury; or

(d) in receipt of payments under a provincial law on the basis of having ceased to work because continuing to work would have resulted in danger to the claimant, her unborn child or a child whom she was breast-feeding.

Further extension of benefit period

(11) A claimant's benefit period is extended by the aggregate of any weeks during an extension of a benefit

(10) La période de prestations qui a été établie au profit d'un prestataire est prolongée du nombre de semaines à l'égard desquelles le prestataire prouve, de la manière que la Commission peut ordonner, qu'il n'avait pas droit à des prestations parce que, selon le cas :

a) il était détenu dans une prison, un pénitencier ou un autre établissement semblable et n'a pas été déclaré coupable de l'infraction pour laquelle il était détenu ni de toute autre infraction se rapportant à la même affaire;

b) il touchait une rémunération versée en raison de la rupture de tout lien avec son ancien employeur;

c) il touchait l'indemnité prévue pour un accident du travail ou une maladie professionnelle;

d) il touchait des indemnités en vertu d'une loi provinciale du fait qu'il avait cessé de travailler parce que la continuation de son travail le mettait en danger ou, dans le cas d'une prestataire, mettait en danger son enfant à naître ou l'enfant qu'elle allaitait.

Autre prolongation de la période de prestations

(11) Lorsque le prestataire prouve, de la manière que la Commission peut ordonner, qu'au cours d'une ou plusieurs

<p>period under subsection (10) for which the claimant proves, in such manner as the Commission may direct, that the claimant was not entitled to benefits because of a reason specified in that subsection.</p>	<p>semaines d'une prolongation d'une période de prestations visée au paragraphe (10) il n'avait pas droit à des prestations pour l'une des raisons énoncées à ce paragraphe, sa période de prestations est prolongée à nouveau d'un nombre équivalent de semaines.</p>
<p>Extension of benefit period — children in hospital</p>	<p>Prolongation de la période de prestations en cas d'hospitalisation des enfants</p>
<p>(12) If the child or children referred to in subsection 23(1) are hospitalized during the period referred to in subsection 23(2), the benefit period is extended by the number of weeks during which the child or children are hospitalized.</p>	<p>(12) Si l'enfant ou les enfants visés au paragraphe 23(1) sont hospitalisés au cours de la période prévue au paragraphe 23(2), la période de prestations est prolongée du nombre de semaines que dure l'hospitalisation.</p>
<p>Extension of benefit period — Canadian Forces</p>	<p>Prolongation de la période de prestations : Forces canadiennes</p>
<p>(12.1) If, during the period referred to in subsection 23(2), the start date of a claimant's period of parental leave is deferred or a claimant is directed to return to duty from parental leave, in accordance with regulations made under the National Defence Act, the benefit period is extended by the number of weeks during which the claimant's parental leave is deferred or the claimant is directed to return to duty, as the case may be.</p>	<p>(12.1) Si, au cours de la période prévue au paragraphe 23(2), en application des règlements pris en vertu de la Loi sur la défense nationale, le début du congé parental du prestataire est reporté ou celui-ci est rappelé en service pendant ce congé, la période de prestations est prolongée du nombre de semaines qu'aura duré le report ou le rappel, selon le cas.</p>
<p>Extension of benefit period — special benefits</p>	<p>Prolongation de la période de prestations : prestations spéciales</p>

(13) If, during a claimant's benefit period,

(a) regular benefits were not paid to the claimant,

(b) benefits were paid to the claimant for more than one of the reasons mentioned in paragraphs 12(3)(a) to (e) and at least one of those benefits was paid for fewer than the applicable maximum number of weeks established for those reasons, and

(c) the maximum total number of weeks established for those reasons is greater than 50, the benefit period is extended so that those benefits may be paid up to that maximum total number of weeks.

Extension of benefit period — additional 17 weeks

(13.1) A claimant's benefit period that has not ended before July 3, 2016, or that begins on or after that date, is extended by 17 weeks if the number of weeks for which benefits may be paid to the claimant has been increased as a result of subsection 12(2.1).

Benefit period deemed not ended — additional 17 weeks

(13.2) Subject to subsections (13.7) and (14.1), if a claimant's benefit period

(13) Si, au cours de la période de prestations d'un prestataire, aucune prestation régulière ne lui a été versée, que des prestations pour plus d'une des raisons prévues aux alinéas 12(3)a) à e) lui ont été versées pour un nombre de semaines inférieur au nombre maximal applicable pour au moins une de ces raisons et que le nombre maximal total de semaines de prestations prévu pour celles-ci est supérieur à cinquante, la période de prestations est prolongée du nombre de semaines nécessaire pour que ce nombre maximal total soit atteint.

Prolongation de la période de prestations : dix-sept semaines supplémentaires

(13.1) La période de prestations d'un prestataire — qui n'a pas pris fin avant le 3 juillet 2016, ou qui débute à cette date ou après cette date — est prolongée de dix-sept semaines si le nombre de semaines pour lesquelles des prestations peuvent être versées au prestataire a été majoré au titre du paragraphe 12(2.1).

Période de prestations réputée ne pas avoir pris fin : dix-sept semaines supplémentaires

(13.2) Sous réserve des paragraphes (13.7) et (14.1), la période de prestations d'un

ended before July 3, 2016, that benefit period is deemed, despite subsection (8), not to have ended and it is extended by 17 weeks beginning on July 3, 2016 if the number of weeks for which benefits may be paid to the claimant has been increased as a result of subsection 12(2.1).

prestataire qui a pris fin avant le 3 juillet 2016 est, malgré le paragraphe (8), réputée ne pas avoir pris fin et est prolongée de dix-sept semaines à compter du 3 juillet 2016 si le nombre de semaines pour lesquelles des prestations peuvent être versées au prestataire a été majoré au titre du paragraphe 12(2.1).

Extension of benefit period — additional 37 weeks

Prolongation de la période de prestations : trente-sept semaines supplémentaires

(13.3) A claimant's benefit period that has not ended before July 3, 2016, or that begins on or after that date, is extended by 37 weeks if the number of weeks for which benefits may be paid to the claimant has been increased as a result of subsection 12(2.3).

(13.3) La période de prestations d'un prestataire — qui n'a pas pris fin avant le 3 juillet 2016, ou qui débute à cette date ou après cette date — est prolongée de trente-sept semaines si le nombre de semaines pour lesquelles des prestations peuvent être versées au prestataire a été majoré au titre du paragraphe 12(2.3).

Benefit period deemed not ended — additional 37 weeks

Période de prestations réputée ne pas avoir pris fin : trente-sept semaines supplémentaires

(13.4) Subject to subsections (13.7) and (14.1), if a claimant's benefit period ended before July 3, 2016, that benefit period is deemed, despite subsection (8), not to have ended and it is extended by 37 weeks beginning on July 3, 2016 if the number of weeks for which benefits may be paid to the claimant has been increased as a result of subsection 12(2.3).

(13.4) Sous réserve des paragraphes (13.7) et (14.1), la période de prestations d'un prestataire qui a pris fin avant le 3 juillet 2016 est, malgré le paragraphe (8), réputée ne pas avoir pris fin et est prolongée de trente-sept semaines à compter du 3 juillet 2016 si le nombre de semaines pour lesquelles des prestations peuvent être versées au prestataire a été majoré au titre du paragraphe 12(2.3).

Extension of benefit period — additional 29 weeks	Prolongation de la période de prestations : vingt-neuf semaines supplémentaires
(13.5) A claimant's benefit period is extended by 29 weeks if the number of weeks for which benefits may be paid to the claimant has been increased as a result of subsection 12(2.5).	(13.5) La période de prestations d'un prestataire est prolongée de vingt-neuf semaines si le nombre de semaines pour lesquelles des prestations peuvent être versées au prestataire a été majoré au titre du paragraphe 12(2.5).
Extension of benefit period — additional 22 weeks	Prolongation de la période de prestations : vingt-deux semaines supplémentaires
(13.6) A claimant's benefit period is extended by 22 weeks if the number of weeks for which benefits may be paid to the claimant has been increased as a result of subsection 12(2.6).	(13.6) La période de prestations d'un prestataire est prolongée de vingt-deux semaines si le nombre de semaines pour lesquelles des prestations peuvent être versées au prestataire a été majoré au titre du paragraphe 12(2.6).
Clarification	Précision
(13.7) A benefit period that is deemed under subsection (13.2) or (13.4) not to have ended does not include the period that begins on the day after the day on which the benefit period ended and that ends on July 2, 2016.	(13.7) La période de prestations qui est réputée ne pas avoir pris fin au titre des paragraphes (13.2) ou (13.4) exclut la période commençant le jour suivant celui où la période de prestations a pris fin et se terminant le 2 juillet 2016.
Maximum extension under subsections (10) to (13.6)	Prolongation visée aux paragraphes (10) à (13.6) : durée maximale
(14) Subject to subsections (14.1) and (15), an extension	(14) Sous réserve des paragraphes (14.1) et (15), aucune prolongation au titre de

under any of subsections (10) to (13.6) must not result in a benefit period of more than 104 weeks.	l'un des paragraphes (10) à (13.6) ne peut avoir pour effet de porter la durée d'une période de prestations à plus de cent quatre semaines.
Excluded period to be included	Inclusion de la période exclue
(14.1) The period that is excluded under subsection (13.7) is to be included in the calculation of the 104 weeks for the purposes of subsection (14).	(14.1) La période exclue au titre du paragraphe (13.7) est incluse dans le calcul des cent quatre semaines pour l'application du paragraphe (14).
Maximum extension under subsection (13)	Prolongation visée au paragraphe (13) : durée maximale
(15) Unless the benefit period is also extended under any of subsections (10) to (12.1), an extension under subsection (13) must not result in a benefit period of more than the sum of two weeks and the total of the maximum number of weeks established under subsection 12(3) for each of the benefits paid to the claimant for one of the reasons mentioned in paragraphs 12(3)(a) to (e) during the claimant's benefit period before it was extended under subsection (13).	(15) À défaut de prolongation au titre de l'un des paragraphes (10) à (12.1), aucune prolongation au titre du paragraphe (13) ne peut avoir pour effet de porter la durée de la période de prestations à plus de la somme de deux semaines et du total du nombre maximal de semaines de prestations prévu au paragraphe 12(3) pour les prestations qui ont été versées pour une des raisons prévues aux alinéas 12(3)a) à e) pendant la période de prestations du prestataire avant la prolongation visée au paragraphe (13).
[...]	[...]
Disentitlement to Benefits Availability for work, etc.	Inadmissibilité aux prestations Disponibilité, maladie, blessure, etc.
18 (1) A claimant is not entitled to be paid benefits for a working day in a benefit	18 (1) Le prestataire n'est pas admissible au bénéfice des prestations pour tout jour

period for which the claimant fails to prove that on that day the claimant was

ouvrable d'une période de prestations pour lequel il ne peut prouver qu'il était, ce jour-là :

(a) capable of and available for work and unable to obtain suitable employment;

a) soit capable de travailler et disponible à cette fin et incapable d'obtenir un emploi convenable;

(b) unable to work because of a prescribed illness, injury or quarantine, and that the claimant would otherwise be available for work; or

b) soit incapable de travailler par suite d'une maladie, d'une blessure ou d'une mise en quarantaine prévue par règlement et aurait été sans cela disponible pour travailler;

(c) engaged in jury service.

c) soit en train d'exercer les fonctions de juré.

Exception

Exception

(2) A claimant to whom benefits are payable under any of sections 23 to 23.2 is not disentitled under paragraph (1)(b) for failing to prove that he or she would have been available for work were it not for the illness, injury or quarantine.

(2) Le prestataire à qui des prestations doivent être payées en vertu de l'un des articles 23 à 23.2 n'est pas inadmissible au titre de l'alinéa (1)b) parce qu'il ne peut prouver qu'il aurait été disponible pour travailler n'eût été la maladie, la blessure ou la mise en quarantaine.

[note ss. 23-23.2 pertain to parental benefits, compassionate care benefits from family members, critically ill child benefits]