

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

JUSTUS EASON

Claimant

APPEAL 21A-UI-06443-WG-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

GO DADDY SOFTWARE INC

Employer

OC: 06/21/20

Claimant: Appellant (2)

Iowa Code § 96.5(2)a – Discharge for Misconduct
Iowa Admin. Code r. 871-24.32(1)a – Discharge for Misconduct
Iowa Code § 96.5(1) – Voluntary Quitting – Layoff Due to Lack of Work
Iowa Admin. Code r. 871-24.1(113) – Definitions – Separations

STATEMENT OF THE CASE:

The claimant filed an appeal from the February 25, 2021, (reference 01) unemployment insurance decision that denied benefits based upon a finding that claimant was disqualified because she was placed on a disciplinary suspension for violation of a company policy. The parties were properly notified about the hearing. A telephone hearing was held on April 16, 2021. Claimant participated personally. The employer participated through its Employee Relations Partner, Shanan Reed. No exhibits were submitted or received.

ISSUE:

Did claimant voluntarily leave the employment with good cause attributable to employer or did employer discharge claimant for reasons related to job misconduct sufficient to warrant a denial of benefits?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant, Justus Eason, was employed full-time with Go Daddy Software, Inc. as a productivity specialist. Ms. Eason began her employment with the employer on September 16, 2019. She answered phones and sold e-mail and web-based products to customers. Ms. Eason last worked and was separated from employment on June 24, 2020, when she was laid off due to lack of work.

On June 24, 2020, claimant worked from home. When she logged into her computer e-mail that day, she received an e-mail from the employer notifying her that she was being laid-off. The employer's representative, Ms. Reed, confirmed that Ms. Eason was involuntarily laid-off on June 24, 2020.

The underlying decision found Ms. Eason was disqualified from benefits because she was placed on a disciplinary suspension for violation of company rules on June 24, 2020. Ms. Eason denied she was under disciplinary suspension or other disciplinary action at the time of

her separation from employment. Ms. Reed confirmed that Ms. Eason was not discharged for disciplinary reasons.

Ms. Eason denies that she voluntarily terminated her employment with the employer. The employer concedes that Ms. Eason did not voluntarily quit. However, the employer notes that it paid severance to Ms. Eason through September 1, 2020.

Having listened to the testimony of claimant and the employer's representative, I find that Ms. Eason did not voluntarily quit. I find that she was not discharged for misconduct or another disqualifying cause. Instead, Ms. Eason was involuntarily laid off due to lack of work.

REASONING AND CONCLUSIONS OF LAW:

A separation is disqualifying if it is a voluntary quit without good cause attributable to the employer or if it is a discharge for work-connected misconduct.

Iowa Code § 96.5(1)a provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

In this case, Ms. Eason denies that she voluntarily quit her employment. The employer concedes that claimant did not voluntarily quit. I find that Ms. Eason did not voluntarily quit her employment. Rather, she was discharged. Therefore, I turn my attention to whether Ms. Eason was discharged with good cause sufficient to disqualify her from benefits.

Iowa Code section 96.5(2)a provides:

An individual shall be disqualified for benefits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

- a. The individual shall be disqualified for benefits until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

871 IAC 24.32(1)a provides:

Discharge for misconduct.

(1) Definition.

- a. "Misconduct" is defined as a deliberate act or omission by a worker which constitutes a material breach of the duties and obligations arising out of such worker's contract of employment. Misconduct as the term is used in the disqualification provision as being limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to

manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. On the other hand mere inefficiency, unsatisfactory conduct, failure in good performance as the result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgment or discretion are not to be deemed misconduct within the meaning of the statute.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Department of Job Service*, 275 N.W.2d 445, 448 (Iowa 1979).

The employer has the burden of proof in establishing disqualifying job misconduct. *Cosper v. Iowa Dep't of Job Serv.*, 321 N.W.2d 6 (Iowa 1982). The issue is not whether the employer made a correct decision in separating claimant, but whether the claimant is entitled to unemployment insurance benefits. *Infante v. Iowa Dep't of Job Serv.*, 364 N.W.2d 262 (Iowa Ct. App. 1984). Misconduct must be "substantial" to warrant a denial of job insurance benefits. *Newman v. Iowa Dep't of Job Serv.*, 351 N.W.2d 806 (Iowa Ct. App. 1984).

In this situation, claimant denies any disciplinary action against her. The employer concedes that the decision to discharge Ms. Eason was not related to any disciplinary issues. Instead, claimant was permanently laid off due to lack of work. I conclude that claimant's separation from the employer was not disqualifying. Benefits are allowed.

During the hearing, the employer raised the issue of separation, or severance, payments made to Ms. Eason. Any issues surrounding severance payments were not noticed as part of this hearing and are not currently before the undersigned for determination.

DECISION:

The February 25, 2021, (reference 01) unemployment insurance decision is reversed. Claimant was separated from her employment with employer for no disqualifying reason. Claimant is eligible to receive unemployment insurance benefits, provided claimant meets all other eligibility requirements.



William H. Grell
Administrative Law Judge
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April 21, 2021
Decision Dated and Mailed

whg/kmj