

**IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI**

**NANCY S HOFFMAN  
1828 AMERICUS DR SE  
CEDAR RAPIDS IA 52403**

**NORDSTROM INC  
c/o TALX UC EXPRESS  
PO BOX 283  
ST LOUIS MO 63166-0283**

**Appeal Number: 05A-UI-04421-RT  
OC: 04/03/05 R: 03  
Claimant: Appellant (1)**

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5-1 – Voluntary Quitting

STATEMENT OF THE CASE:

The claimant, Nancy S. Hoffman, filed a timely appeal from an unemployment insurance decision dated April 18, 2005, reference 01, denying unemployment insurance benefits to her. After due notice was issued, a telephone hearing was held on June 1, 2005, with the claimant participating. Robin Pospisil, Human Resources Manager, participated in the hearing for the employer, Nordstrom, Inc. The employer was represented by Peg Heenan of TALX UC eXpress, formerly Johnson & Associates. Claimant's Exhibits A and B were admitted into evidence. The administrative law judge takes official notice of Iowa Workforce Development Department unemployment insurance records for the claimant.

The claimant had initially requested an in-person hearing, but changed that request to a telephone hearing, and a telephone hearing was scheduled and held.

#### FINDINGS OF FACT:

Having heard the testimony of the witnesses, and having examined all of the evidence in the record, including Claimant's Exhibits A and B, the administrative law judge finds: The claimant was employed by the employer as a part-time personal shopper from June 14, 2004, until she voluntarily quit on March 25, 2005. The claimant's last day of work was March 19, 2005. The claimant took an unpaid vacation day on March 20, 2005, and she canceled her shift on March 24, 2005, and then on March 25, 2005, the claimant came to work and told her supervisor, Paul Pomele, that she was quitting. The claimant quit because of some difficulties she had in obtaining a medical insurance card, and for problems she believed she was having concerning her medical insurance. Beginning with her check on or about January 20, 2005, the employer began deducting from the claimant's check \$28.00 for medical insurance and \$4.75 for dental insurance each month, as shown at Claimant's Exhibit A. The claimant began contacting John Deere Health, the medical insurance carrier for the employer, about her medical insurance coverage and was informed that she was not covered. However, the claimant was, in fact, covered by medical insurance from, and after, December 1, 2004, as shown at the fourth page of Claimant's Exhibit B, and as testified to by the employer's witness Robin Pospisil, Human Resources Manager. The employer had some difficulties in interfacing its computer with the computer of John Deere Health, and the employer found that it had to manually call John Deere Health about insurance. However, the claimant was covered by insurance and was so informed repeatedly by Ms. Pospisil.

The claimant applied for medical insurance in November, but missed the deadline. She then applied again, and it was accepted effective December 1, 2004. However, the claimant did not immediately receive an insurance card. The claimant called human resources and was told that she was eligible, and had medical insurance coverage as of December 1, 2004. The claimant contacted Ms. Pospisil on a number of occasions. However, the claimant was upset that she did not have her insurance card immediately and was harsh and unpleasant to those in human resources and other departments with whom she spoke. On February 4, 2005, the claimant spoke to Ms. Pospisil by telephone. Ms. Pospisil explained that she had had complaints from others about the claimant's demeanor, and that the claimant was harsh and people were afraid to call her back. Ms. Pospisil did tell the claimant at that time that she had medical insurance benefits. Ms. Pospisil also told the claimant that, even if she did not have an insurance card, she could go to her physician and file a claim later. The claimant had a personal meeting with Ms. Pospisil on February 11, 2005, and Ms. Pospisil told the claimant the same thing, but the claimant then wanted to cancel her insurance. Ms. Pospisil told that claimant that she would see if she could do so. Ms. Pospisil called the benefits service center for the employer, but learned that the claimant could not cancel her insurance. Ms. Pospisil informed the benefits service center that the claimant had not received a card. The benefits service center told Ms. Pospisil that the claimant would be receiving a card in due course. Ms. Pospisil then called the claimant and left a voice mail message for her on February 14, 2005. In that message Ms. Pospisil told the claimant that if she did not get a card, to call her back. She again told the claimant that the claimant had medical insurance. Ms. Pospisil did not hear back from the claimant.

Despite the repeated statements by Ms. Pospisil that the claimant had medical insurance coverage, and that a medical insurance card would be forthcoming, the claimant believed that she was not covered and quit. The claimant had expressed concerns about her medical

insurance, but she never indicated to anyone at the employer an intention to quit if her concerns were not addressed. In fact, the claimant even received a medical insurance card in due course, as shown at Claimant's Exhibit B. The only earnings the claimant had from any other employer in her base period is \$198.00 in the first quarter of 2004 from NCS Pearson, Inc.

#### REASONING AND CONCLUSIONS OF LAW:

The question presented by this appeal is whether the claimant's separation from employment was a disqualifying event. It was.

Iowa Code section 96.5-1 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.

871 IAC 24.25(21) provides:

Voluntary quit without good cause. In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer from whom the employee has separated. The employer has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code section 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code section 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

- (21) The claimant left because of dissatisfaction with the work environment.

The parties agree, and the administrative law judge concludes, that the claimant left her employment voluntarily. The parties disagree as to the date, but the administrative law judge concludes that the testimony of the employer's witness, Robin Pospisil, Human Resources Manager, is more credible than that of the claimant's, and she testified that the claimant quit on March 25, 2005. The claimant testified that she quit on March 18, 2005, but Ms. Pospisil was direct and forthright in testifying that the claimant's last day of work was March 19, 2005, and that thereafter, the claimant took an unpaid vacation day and canceled a shift, and was, otherwise, not scheduled to work until she quit on March 25, 2005. Accordingly, the administrative law judge concludes that the claimant voluntarily left her employer, or quit her employment, on March 25, 2005. The issue then becomes, whether the claimant left her employment without good cause attributable to the employer.

The administrative law judge concludes that the claimant has the burden to prove that she has left her employment with the employer herein with good cause attributable to the employer. See Iowa Code section 96.6-2. The administrative law judge concludes that the claimant has failed to meet her burden of proof to demonstrate by a preponderance of the evidence that she left her employment with the employer herein with good cause attributable to the employer. The only reason given by the claimant for her voluntary quit was that she did not receive health insurance benefits for which she had paid through payroll deduction. However, the claimant's own documents, and her own testimony, belie this. The claimant's documents, and even her

testimony, and especially the testimony of Ms. Pospisil, all indicate that the claimant had medical insurance coverage from, and after, December 1, 2004. It may be that the claimant did not immediately receive a medical insurance card. Ms. Pospisil credibly testified that the employer's computer was experiencing difficulties in interfacing with the computer of John Deere Health, who was the medical insurance carrier. However, the claimant was, at all material times hereto, covered by medical insurance and could have seen her doctor and made a claim thereafter, even without a medical insurance card. Ms. Pospisil informed the claimant of this on several occasions, and the claimant even finally conceded to this. The bottom line here is that the claimant was frustrated at some minor difficulties in obtaining a health insurance card, and that this frustration led her to become angry and become harsh and difficult with those at the employer with whom she called to inquire about her medical insurance. Rather than believe them, the claimant called John Deere Health, and, of course, they told the claimant that they had no record of her coverage because of the computer problems. However, the claimant was covered, as she even concedes.

The administrative law judge concludes that the claimant has not demonstrated by a preponderance of the evidence that these medical insurance matters made her working conditions unsafe, unlawful, intolerable or detrimental, or that she was subjected to a substantial change in her contract of hire. The cost of medical insurance and dental insurance were deducted from her check, but the claimant was, during the period of those deductions, covered by the medical insurance and dental insurance, and the claimant had herself applied for such insurance coverage. The administrative law judge understands some frustration with computer bureaucracies that cannot immediately provide an insurance card, but does not believe that this, in any way, makes the claimant's working conditions unsafe, unlawful, intolerable or detrimental. The claimant should have maintained her patience, and a pleasant demeanor, and things would have worked out fine. Instead, the claimant got angry, was harsh to people and, despite repeated assurances that she had the medical insurance in question, she quit anyway. It appears to the administrative law judge that the claimant effectively quit because she was dissatisfied with her work environment, but this is not good cause attributable to the employer. Also, there is no evidence that the claimant ever indicated, or announced to the employer an intention to quit if her concerns were not addressed. In fact, the last time Ms. Pospisil heard from the claimant was on February 14, 2005, and the claimant did not quit for over a month after that. The claimant had no real reason why she did not continue to inquire of human resources about her insurance matters. The claimant did not give the employer a reasonable opportunity to address her concerns before her quit.

In summary, and for all the reasons set out above, the administrative law judge concludes that the claimant left her employment voluntarily on March 25, 2005, without good cause attributable to the employer and, as a consequence, she is disqualified to receive unemployment insurance benefits. Unemployment insurance benefits are denied to the claimant until or unless she requalifies for such benefits.

871 IAC 24.27 provides:

Voluntary quit of part-time employment and requalification. An individual who voluntarily quits without good cause part-time employment and has not requalified for benefits following the voluntary quit of part-time employment, yet is otherwise monetarily eligible for benefits based on wages paid by the regular or other base period employers, shall not be disqualified for voluntarily quitting the part-time employment. The individual and the part-time employer which was voluntarily quit shall be notified on the Form 65-5323 or 60-0186, Unemployment Insurance Decision, that benefit payments shall not be

made which are based on the wages paid by the part-time employer and benefit charges shall not be assessed against the part-time employer's account; however, once the individual has met the requalification requirements following the voluntary quit without good cause of the part-time employer, the wages paid in the part-time employment shall be available for benefit payment purposes. For benefit charging purposes and as determined by the applicable requalification requirements, the wages paid by the part-time employer shall be transferred to the balancing account.

It is true that the claimant's employment here was part-time, and that she voluntarily left that part-time employment. However, the claimant is not otherwise monetarily eligible to receive unemployment insurance benefits based on wages paid by other employers, because records only show other wages in the claimant's base period in the amount of \$198.00 from NCS Pearson, Inc., in the first quarter of 2004, which is insufficient to make the claimant otherwise monetarily eligible for unemployment insurance benefits.

**DECISION:**

The representative's decision of April 18, 2005, reference 01, is affirmed. The claimant, Nancy S. Hoffman, is not entitled to receive unemployment insurance benefits, until or unless she requalifies for such benefits, because she left her employment voluntarily without good cause attributable to the employer.

kjw/pjs