

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

ROBERT L SPURBECK
Claimant

APPEAL 19A-UI-07155-JC-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

SUKUP MANUFACTURING CO
Employer

OC: 08/11/19
Claimant: Appellant (1)

Iowa Code § 96.5(1) – Voluntary Quitting

STATEMENT OF THE CASE:

The claimant/appellant, Robert L. Spurbeck, filed an appeal to the September 5, 2019 (reference 01) initial decision which denied benefits based upon his separation from employment with Sukup Manufacturing Inc. After proper notice, a telephone hearing was conducted on October 2, 2019. The claimant participated personally and was represented by Matthew R. Denning, attorney at law. The employer, Sukup Manufacturing Co., did not respond to the notice of hearing to furnish a phone number with the Appeals Bureau and did not participate in the hearing. Claimant Exhibit 1 was admitted into evidence. Based on the evidence, the arguments presented, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Did the claimant voluntarily quit the employment with good cause attributable to the employer?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Spurbeck began working for employer in 2013 and continued working until August 15, 2019. Continuing work was available, although Mr. Spurbeck said if he had stayed working, Sukup Manufacturing Co., would have looked for reasons to fire him (Spurbeck testimony).

On August 15, 2019, Mr. Spurbeck voluntarily quit in connection with a workers' compensation settlement agreement. Mr. Spurbeck incurred an injury to his shoulder in 2017 and filed a worker's compensation claim in response. Claimant entered into a workers' compensation settlement agreement with Sukup Manufacturing Co., whereby he received compensation for his injuries and he agreed to resign from the employment. Mr. Spurbeck had the assistance of legal counsel during that process. There was no evidence that Mr. Spurbeck was not physically able to continue to perform work for Sukup Manufacturing Co., but elected to enter into the settlement agreement and separate from the employment, rather than continue to work for the employer while he continued to pursue the workers' compensation claim.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes Mr. Spurbeck's separation from the employment was without good cause attributable to the employer. Benefits are denied.

Iowa Code § 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.

Iowa Admin. Code r. 871-24.25(37) 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:

(37) The claimant will be considered to have left employment voluntarily when such claimant gave the employer notice of an intention to resign and the employer accepted such resignation. This rule shall also apply to the claimant who was employed by an educational institution who has declined or refused to accept a new contract or reasonable assurance of work for a successive academic term or year and the offer of work was within the purview of the individual's training and experience.

The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). "Good cause" for leaving employment must be that which is reasonable to the average person, not the overly sensitive individual or the claimant in particular. *Uniweld Products v. Indus. Relations Comm'n*, 277 So.2d 827 (Fla. Dist. Ct. App. 1973). A voluntary leaving of employment requires an intention to terminate the employment relationship accompanied by an overt act of carrying out that intention. *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980).

While there is no Iowa case law on point, other states have addressed the situation of a voluntary quit in the context of a Workers' Compensation settlement, which is similar to the case at hand. In *Edward v. Sentinel Management Co.*, 611 N.W.2d 366 (Minn. App. 2000), the claimant resigned as part of a workers' comp settlement package. The Minnesota court denied benefits noting that the claimant could have continued working while pursuing his claim. The evidence in the case established that the claimant could still perform his work and was doing so while the negotiations continued. The court found the situation analogous to a person negotiating for early retirement while work was still available. In *Larson v. Michigan Employment Sec. Com'n*, 140 N.W.2d 777 (Michigan App. 1966), the Michigan court allowed benefits to a severely injured worker who could not perform his former duties and for whom the alternatives were remaining employed with no income or resigning in order to receive income.

In the present case at hand, the claimant, Mr. Spurbeck, could perform his job duties and did so up until the day he entered into the workers' compensation agreement. The evidence fails to establish a quit in lieu of imminent discharge. Based on the evidence presented, the administrative law judge concludes that if Mr. Spurbeck had not accepted the voluntary workers' compensation agreement, he would have been allowed to continue working in his same position. While Mr. Spurbeck's leaving the employment may have been based upon good personal reasons, it was not for a good-cause reason attributable to the employer according to Iowa law. Benefits must be denied.

The parties are reminded that under Iowa Code § 96.6-4, a finding of fact or law, judgment, conclusion, or final order made in an unemployment insurance proceeding is binding only on the parties in this proceeding and is not binding in any other agency or judicial proceeding. This provision makes clear that unemployment findings and conclusions are only binding on unemployment issues, and have no effect otherwise.

DECISION:

The September 5, 2019 (reference 01) initial decision is affirmed. The claimant quit without good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Jennifer L. Beckman
Administrative Law Judge

Decision Dated and Mailed

jlb/scn