

**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**

**CHAD FULLER
1004 GERMAN ST APT 4
MAQUOKETA IA 52060-2008**

**FAMILY DOLLAR SERVICES INC
C/O TALX UCM SERVICES INC
PO BOX 283
ST LOUIS MO 63166-0283**

**Appeal Number: 06A-UI-04618-JTT
OC: 04/02/06 R: 04
Claimant: Respondent (2)**

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, 4th 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.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(1) – Voluntary Quit
871 IAC 24.22(2)(j) – Reemployment at the End of a Negotiated Leave of Absence

STATEMENT OF THE CASE:

Family Dollar Services filed a timely appeal from the April 19, 2006, reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on May 15, 2006. Claimant Chad Fuller did not respond to the hearing notice instructions to provide a telephone number for the hearing and did not participate. Human Resources Area Manager Sharon Beck represented the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Chad Fuller was employed by Family Dollar Services as a full-time bulk order filler from October 10, 2005 until March 14, 2006, when he voluntarily quit by failing to return at the end of an

approved leave of absence. Mr. Fuller last appeared for work on January 25, 2006. Mr. Fuller then commenced an approved medical leave of absence with an anticipated return date of March 13, 2006. Though the employer held Mr. Fuller's position for him, Mr. Fuller did not return to the employment. On March 14, Mr. Fuller left a voice mail message for Human Resources Area Manager Sharon Beck. Mr. Fuller asked Ms. Beck to prepare a note for his landlord that indicated Mr. Fuller no longer worked for Family Dollar Services. The employer continued to have work available for Mr. Fuller.

Mr. Fuller established a claim for benefits that was effective April 2, 2006, but has not collected benefits.

REASONING AND CONCLUSIONS OF LAW:

The question is whether the evidence in the record establishes that Mr. Fuller voluntarily quit for good cause attributable to the employer. It does not.

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.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 698, 612 (Iowa 1980) and Peck v. EAB, 492 N.W.2d 438 (Iowa App. 1992). 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. See 871 IAC 24.25.

A leave of absence negotiated with the consent of both parties, employer and employee, is deemed a period of voluntary unemployment for the employee-individual, and the individual is considered ineligible for benefits for the period. 871 IAC 24.22(2)(j). If at the end of a period of negotiated leave of absence the employer fails to reemploy the employee-individual, the individual is considered laid off and eligible for benefits. 871 IAC 24.22(2)(j)(1). On the other hand, if the employee-individual fails to return at the end of the leave of absence and subsequently becomes unemployed the individual is considered as having voluntarily quit and, therefore, is ineligible for benefits. 871 IAC 24.22(j)(2).

The evidence in the record establishes that Mr. Fuller failed to return to the employment at the end of his leave of absence, despite the fact that the employer continued to have the same employment available for him. The evidence fails to establish any cause for the quit attributable to the employer.

Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that Mr. Fuller voluntarily quit the employment without good cause attributable to the employer. Accordingly, Mr. Fuller is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer's account shall not be charged.

DECISION:

The Agency representative's decision dated April 19, 2006, reference 01, is reversed. The claimant voluntarily quit the employment without good cause attributable to the employer by failing to return to the employment at the end of an approved leave of absence. The claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer's account shall not be charged.

jt/kkf