

The Claimant requested, and the Employer agreed to authorize, a leave of absence so that the Claimant could attend an apprenticeship training class for the week ending January 26, 2019. This class was required for the Claimant to achieve journeyman status. Although the Employer benefits from having trained workers, the Claimant was *not* however required to attend the class in order to maintain his employment with the Employer. During that week the Employer did not pay the Claimant any wages. The Claimant was on a leave of absence that week so that he could attend full-time classes. He had no intent of working that week for any employer.

REASONING AND CONCLUSIONS OF LAW:

Iowa Administrative Code 871 IAC 24.22(2) states:

j. Leave of absence. 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.

(1) If at the end of a period or term of negotiated leave of absence the employer fails to reemploy the employee-individual, the individual is considered laid off and eligible for benefits.

(2) 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.

(3) The period or term of a leave of absence may be extended, but only if there is evidence that both parties have voluntarily agreed

Similarly, rule 871 IAC 24.23(10) states:

24.23 Availability disqualifications. The following are reasons for a claimant being disqualified for being unavailable for work.

...

(10) The claimant requested and was granted a leave of absence; such period is deemed to be a period of voluntary unemployment and shall be considered ineligible for benefits for such period.

Here the Claimant requested a leave of absence to attend training. Since the Employer would benefit as well the Employer agreed to the training leave of absence, but without pay. The evidence supports that the training was not mandatory in the sense that it was not required in order for the Claimant to keep working for the Employer. Nor does the evidence establish that attainment of journeyman status by some date certain was a mandatory condition of continued employment. On this record it appears that the training was desirable to both parties, not a unilaterally imposed condition. As such the leave of absence for training was one negotiated with the consent of both employer and employee, and so "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). Benefits are denied for the week in question.

DECISION:

The administrative law judge's decision dated March 8, 2019 is **REVERSED**. The Employment Appeal Board concludes that the Claimant was not able and available for week for the week ending January 26, 2019. Accordingly, he is denied benefits for that week.

This matter should be sent to the Iowa Workforce Development, Claims Bureau, for a determination of the Claimant's overpayment liability as a result of this decision.

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AMG/fnv