

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

**SUSAN K WILSON**  
Claimant

**APPEAL NO. 14A-UI-12856-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**WAL-MART STORES INC**  
Employer

**OC: 11/16/14  
Claimant: Appellant (4/R)**

Iowa Code Section 96.5(1) – Voluntary Quit

871 IAC 24.27 – Voluntary Quit of Part-time Employment

**STATEMENT OF THE CASE:**

Susan Wilson filed a timely appeal from the December 12, 2014, reference 01, decision that disqualified her for benefits. After due notice was issued, a hearing was held on January 12, 2015. Ms. Wilson participated. Angela Neff, Store Manager, represented the employer.

**ISSUE:**

Whether Ms. Wilson's voluntary quit was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Susan Wilson was employed by Wal-Mart in Independence as a part-time cashier from October 11, 2013 until October 24, 2014 when she voluntarily quit. Ms. Wilson left early in her shift and did not return. The store management did not know why Ms. Wilson had quit. An assistant manager tried to summon Ms. Wilson back to discuss her issues when Ms. Wilson was still in the Wal-Mart parking lot, but Ms. Wilson drove off. The employer held Ms. Wilson's position open a few more days in the hope that she would return and explain herself. Ms. Wilson did not return.

Ms. Wilson quit for two reasons. First and foremost, she quit because she had not received the three days of paid vacation that she thought she would receive after a year of service. Wal-Mart policy calls for full-time employees to become eligible for paid vacation time after a year of service. Wal-Mart policy calls for part-time employees to become eligible for paid vacation time after two years of service. Based on her belief that she was entitled to paid vacation, Ms. Wilson submitted a request for three paid days off on October 12, 13, and 14. The employer approved the request for time off, but did not pay Ms. Wilson for the time off. Ms. Wilson was upset when she received her paycheck and learned that she had not been paid for the time she took off.

In making her decision to leave the employment, Ms. Wilson also considered that she had not received a raise at the conclusion of her first 90 days in the employment; though she had expected to receive a raise after her first 90 days. The employer's policy does not call for an automatic raise after 90 days, but does call for an annual performance and salary review. Ms. Wilson elected to remain with the employer even after she did not get the 90-day raise she expected. Ms. Wilson received a raise after she had been with the employer for a year.

Ms. Wilson believed that the employer had been dishonest with her. However, it is much more likely that Ms. Wilson misunderstood the raise and vacation pay information when it was conveyed to her.

#### **REASONING AND CONCLUSIONS OF LAW:**

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.

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.

The weight of the evidence in the record establishes that Ms. Wilson's voluntary quit was based on her misunderstanding of the employer's vacation and raise policies, not on any intentional misrepresentation on the part of the employer or any change in the conditions of the employment. The employer indicated a willingness to hear Ms. Wilson's concerns as indicated by the assistant manager's attempt to catch Ms. Wilson in time to discuss those concerns. Ms. Wilson voluntarily quit the employment without good cause attributable to the employer. Accordingly, Ms. Wilson is disqualified for benefits based on wages from on the employment with Wal-Mart until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The employer's account shall not be charged for benefits.

An individual who voluntarily quits part-time employment without good cause attributable to the employer and who has not re-qualified for benefits by earning ten times her weekly benefit amount in wages for insured employment, but who nonetheless has sufficient other wage credits to be eligible for benefits may receive reduced benefits based on the other base-period wages. See 871 IAC 24.27.

Though Ms. Wilson is disqualified for benefits based on the wages from Wal-Mart, because the employment was part-time rather than full-time, she remains eligible for reduced benefits based on base-period employment other than Wal-Mart, provided she meets all other eligibility requirements. This matter will be remanded to the Benefits Bureau for redetermination of Ms. Wilson's eligibility for reduced benefits.

**DECISION:**

The December 12, 2014, reference 01, decision is modified as follows. The claimant voluntarily quit the part-time employment without good cause attributable to the employer. The claimant is disqualified for benefits, *based on wages from the employment with Wal-Mart*, until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The employer's account shall not be charged for benefits. The claimant remains eligible for reduced benefits based on base-period employment other than Wal-Mart, provided she meets all other eligibility requirements. This matter is remanded to the Benefits Bureau for redetermination of the claimant's eligibility for reduced benefits.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

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