

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

MARCELLA M CRAWFORD
Claimant

APPEAL NO. 19A-UI-04510-TN-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

DEERE & COMPANY
Employer

OC: 05/05/19
Claimant: Appellant (1)

Iowa Code §96.4(3) – Able to and Available for Work
Iowa Admin. Code r. 871-24.23(10) – Approved Leave of Absence

STATEMENT OF THE CASE:

The claimant filed a timely appeal from a representative's unemployment insurance decision dated May 24, 2019, reference 01, which denied unemployment insurance benefits as of May 5, 2019, finding that the claimant requested and was granted a leave of absence from her employer and was therefore, voluntarily unemployed and not available for work. After due notice was provided, a telephone hearing was held on June 27, 2019. Claimant participated. The employer participated by Mr. Mike Marquart, Labor Relations Representative.

ISSUES:

The first issue is whether the claimant is on an approved leave of absence.

The second issue is whether the claimant meets the able and available requirements of Iowa law, while on a leave of absence.

FINDINGS OF FACT:

Having considered the testimony of the witnesses and the evidence in the administrative file, the administrative law judge finds: Marcella M. Crawford began employment with Deere & Company on February 5, 2007. Ms. Crawford worked as a full-time laborer and was paid by the hour. Ms. Crawford last performed services for Deere & Company on March 12, 2018.

In the months leading up to March 12, 2019, Ms. Crawford experienced hypertension that exceeded the level allowed under Deere & Company policies. Ms. Crawford took various personal steps to control her hypertension and at times her blood pressure level was within company guidelines, but when again tested by company medical personnel, Ms. Crawford's blood pressure continued to exceed the level allowed under company policy.

Ms. Crawford applied for and was granted short-term disability. After exhausting all the time available under short-term disability, Ms. Crawford made application for long-term disability and her request was denied.

Company policy provides that an employee who has been denied for long-term disability, can enter into an agreement with Deere & Company for a period of 180 days while an appeal is pending for the worker's denial for long-term disability benefits. Under the terms of the agreement, the company holds the worker's job or a similar job for them during the 180 days, and the employer, in effect, agrees to return to their same or similar job position if their appeal during the 180 days is successful.

Ms. Crawford opened a claim for unemployment insurance benefits with an effective date of May 5, 2019, while she continued to be within the 180-day appeal process leave of absence with Deere & Company.

REASONING AND CONCLUSIONS OF LAW:

The question before the administrative law judge is whether the evidence in the record establishes that Marcella M. Crawford is on an approved leave of absence and therefore, unavailable for work within the meaning of the law. It does.

Iowa Admin. Code r. 871-24.22(2)(1), (2) provides:

Benefits eligibility conditions. For an individual to be eligible to receive benefits the department must find that the individual is able to work, available for work, and earnestly and actively seeking work. The individual bears the burden of establishing that the individual is able to work, available for work, and earnestly and actively seeking work.

(2) Available for work. The availability requirement is satisfied when an individual is willing, able, and ready to accept suitable work which the individual does not have good cause to refuse, that is, the individual is genuinely attached to the labor market. Since, under unemployment insurance laws, it is the availability of an individual that is required to be tested, the labor market must be described in terms of the individual. A labor market for an individual means a market for the type of service which the individual offers in the geographical area in which the individual offers the service. Market in that sense does not mean that job vacancies must exist; the purpose of unemployment insurance is to compensate for lack of job vacancies. It means only that the type of services which an individual is offering is generally performed in the geographical area in which the individual is offering the services.

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.

In order to be eligible to receive unemployment insurance benefits, an individual must be able to work and available for work, as well as meet other eligibility requirements. Under the provisions of the Iowa Employment Security Law, a period of leave of absence entered into with the consent of both the employer and the employee is deemed to be a period of voluntary

unemployment for the worker and the individual is considered ineligible for unemployment insurance benefits during the period of the leave of absence.

In the case at hand, Ms. Crawford agreed to enter into a 180-day period with Deere & Company pending the outcome of her appeal from a decision to deny her long-term disability. Under the terms of the agreement between the parties, Ms. Crawford remains on company employment rolls and the company has agreed to return Ms. Crawford to her same or similar job position if changes during the 180-day period allow her meet company health guidelines. In turn, Ms. Crawford has agreed to remain attached to the employer during the 180-day period and intends to return to her regular or a similar job if she is able to meet the employer's health requirements during that period of time. The alternative is that Ms. Crawford is approved for long-term disability.

Although sympathetic to the claimant's situation, the administrative law judge concludes that evidence in the record establishes that Ms. Crawford was on a mutually agreed upon leave of absence from Deere & Company at the time she opened the claim for unemployment insurance benefits on or about May 5, 2019, and was therefore considered to be voluntarily unemployed and not available for work. Benefits were properly denied.

DECISION:

A representative's unemployment insurance decision dated May 24, 2019, reference 01, is affirmed. Claimant was voluntarily unemployed and did not meet the availability for work requirements of the law as of May 5, 2019, as she had entered into a mutually agreed upon leave of absence.

Terry P. Nice
Administrative Law Judge

Decision Dated and Mailed

rvs/rvs