

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**JOSEPH R. VEACH**  
Claimant

**IOWA DEPT OF CORRECTIONS/ANAMOSA**  
Employer

**APPEAL 20A-UI-10393-BH-T**  
**ADMINISTRATIVE LAW JUDGE**  
**DECISION**

**OC: 03/15/20**  
**Claimant: Appellant (1)**

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Iowa Code section 96.5(1) – Voluntary Quit  
Iowa Administrative Code rule 871-24.25 – Voluntary Quit Without Good Cause Attributable to the Employer  
Iowa Administrative Code rule 871-24.26 – Voluntary Quit With Good Cause Attributable to the Employer

**STATEMENT OF THE CASE:**

The claimant, Joseph R. Veach, appealed the August 26, 2020 (reference 01) unemployment insurance decision that denied benefits based upon a finding Veach voluntary quit his job with Iowa Department of Corrections/Anamosa (IDOC) without good cause attributable to the employer. The agency properly notified the parties of the appeal and hearing.

The undersigned presided over a telephone hearing on October 12, 2020. Veach participated personally and testified. IDOC participated through employer representative Marlene Sartin and Chad Kerker, associate warden of security, who testified. Claimant's Exhibits 1 through 3 were admitted into evidence.

**ISSUES:**

Was Veach's separation from employment with IDOC a layoff, discharge for misconduct, or voluntary quit without good cause attributable to the employer?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the undersigned finds the following facts.

IDOC hired Veach on June 23, 2003. He worked full time as a corrections officer. Veach's immediate supervisor was Jeremy Kolker, who reported to Kerker. Veach quit his employment with IDOC on March 11, 2020.

Iowa Code chapter 20 governs collective bargaining for public-sector employees such as those who work at the IDOC facility in Anamosa. During the 2017 legislative session, the Iowa

General Assembly amended chapter 20 to reduce the number of topics public employers are required to negotiate with unions over. This impacted how IDOC may assign workers such as Veach.

Prior to the 2017 amendments, a worker could bid to fill a position with specific duties and hours. After the 2017 amendments, the bidding changed to an activities bid. No positions were grandfathered in.

Because of the change in the scope of the IDOC-union contract, Veach no longer had a contractual right to work a specific job with specific duties and a specific shift. Under the contract, IDOC was free to assign him to work assignments for which he had the training to perform.

On July 3, 2019, Veach lodged a complaint alleging violation of the State of Iowa's violence-free workplace policy. On July 11, 2019, the Iowa Department of Administrative Services (DAS) issued Veach a letter stating, "We have determined that further investigation of your Complaint by our Department is not warranted because the stated facts, assumed true as asserted, are insufficient to establish a violation" of the violence-free workplace policy, equal opportunity policy, or policy prohibiting sexual harassment. Veach contends the individual against who he lodged the complaint was latter forced to resign for violating the violence-free workplace policy.

After Veach lodged the complaint, IDOC changed his work assignments. IDOC did not assign him to work the third floor of the facility, where the more violent offenders are housed. IDOC assigned him to work other duties instead.

On March 1, 2020 Veach gave notice that he was resigning effective March 14, 2020. He testified that COVID-19 was the straw that broke the camel's back. He no longer felt safe working at the IDOC Anamosa facility because of the pandemic.

On March 11, 2020, IDOC assigned Veach to work the third floor in the position he had bid into before the change to the scope of collective bargaining rights under chapter 20. Veach ultimately told his supervisor he was quitting because he could not safely do the job anymore. At hearing, Veach testified that changes to the facility and procedure made working the third floor unsafe.

Veach testified that correctional officers working the third floor no longer had the key to get into this part of the facility. Kerker testified that they never had the key, because other staff had to have the ability to enter the part of the facility if something happened to the correctional officer in the unit. Veach believed the key could be on the other side of the facility, but Kerker, who helped develop safety policies and procedures said that was not true.

Veach also took issue with the implementation of open-door cell fronts, which allowed inmates to reach out of their cells. According to Veach, this was dangerous. Kerker testified that the most dangerous offenders had closed-door cell fronts. Further, according to Kerker, correctional officers were supposed to remain a certain distance from cell doors for safety reasons.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the undersigned concludes Veach voluntarily left employment with IDOC without good cause attributable to the employer under the Iowa Employment Security Law, Iowa Code chapter 96.

Iowa Code section 96.5(1) disqualifies a claimant from benefits if the claimant quit she job without good cause attributable to the employer. The Iowa Supreme Court has held that good cause requires “real circumstances, adequate excuses that will bear the test of reason, just grounds for the action, and always the element of good faith.” *Wiese v. Iowa Dep’t of Job Serv.*, 389 N.W.2d 676, 680 (Iowa 1986). Moreover, the court has advised that “common sense and prudence must be exercised in evaluating all of the circumstances that lead to an employee’s quit in order to attribute the cause for the termination.” *Id.*

According to the Iowa Supreme Court, good cause attributable to the employer does not require fault, negligence, wrongdoing or bad faith by the employer. *Dehmel v. Emp’t Appeal Bd.*, 433 N.W.2d 700, 702 (Iowa 1988). Good cause may be attributable to “the employment itself” rather than the employer personally and still satisfy the requirements of the Act. *E.g. Raffety v. Iowa Emp’t Sec. Comm’n*, 76 N.W.2d 787, 788 (Iowa 1956).

A burden-shifting framework is used to evaluate quit cases. Because an employer may not know why a claimant quit, the claimant has the initial burden to produce evidence suggesting the claimant is not disqualified from benefits under Iowa Code section 96.5(1) *a* through *j* and section 96.10. If the claimant produces such evidence, the employer has the burden to prove the claimant is disqualified from benefits under section 96.5(1).

Iowa Administrative Code rule 871-24.25 creates a presumption a claimant quit without good cause attributable to the employer in certain circumstances. Iowa Administrative Code rule 871-24.26 identifies reasons for quitting that are considered for good cause attributable to the employer. Under rule 871-24.26(2), a change in the contract of hire is considered a good cause attributable to the employer for quitting. The rule states:

An employer’s willful breach of contract of hire shall not be a disqualifiable issue. This would include any change that would jeopardize the worker’s safety, health or morals. The change of contract of hire must be substantial in nature and could involve changes in working hours, shifts, remuneration, location of employment, drastic modification in type of work, etc. Minor changes in a worker’s routine on the job would not constitute a change of contract of hire.

Further, there is no indication that IDOC changes Veach’s working hours, shifts, remuneration, or location of employment. And there is an insufficient basis in the record to support the conclusion that IDOC made a drastic modification in the type of work Veach performed. Here, the evidence shows that the legislature amended chapter 20 in 2017, which meant that IDOC had more discretion when deciding which of its employees would work which jobs. Veach did not like that IDOC had this discretion. Nonetheless, he continued to work for IDOC after he received different assignments that caused him to work different duties.

Rule 871-24.26(2) states that a claimant is considered to have quit for good cause attributable to the employer if the claimant quits due to unsafe working conditions. The evidence in this case shows that Veach felt less safe working his assignment on the third floor on his third day, March 11, 2020. But there is an insufficient basis in the evidence from which to conclude that the procedure with respect to the key was unsafe; in fact, having someone working in another

part of the facility possess the key makes objective sense if the intent is to allow other correctional officers to provide support, if need be, due to inmate actions or the correctional officer in that area having a health issue.

With respect to the open-front cell doors, it is more likely than not the most violent offenders do not receive cells with such doors. Further, the IDOC policy on maintaining distance from cells is a commonsense one to increase safety. Simply put, there is an insufficient basis from which to conclude the doors made the assignment objectively unsafe.

Veach also testified that he felt COVID-19 made the job unsafe. COVID-19 is a risk presented in society as a whole. It is not specific to the workplace at the IDOC Anamosa facility. Thus, there is an insufficient basis in the record from which to conclude that the IDOC Anamosa facility created a risk for workers that is greater than that posed by living one's daily life in the state during the pandemic.

Rule 871-24.25(21), it is presumed a claimant quit employment without good cause attributable to the employer if the claimant quit due to dissatisfaction with the work environment. Taken as a whole, the evidence demonstrates it is more likely than not that Veach quit his job with IDOC because he was dissatisfied with it. Consequently, he quit his job without good cause attributable to the employer under Iowa law. Benefits are denied.

## **DECISION:**

### **Regular Unemployment Insurance Benefits Under State Law**

The August 26, 2020 (reference 01) unemployment insurance decision is affirmed. Veach voluntarily left employment without good cause attributable to IDOC. Benefits are withheld until such time as Veach has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

### **Pandemic Unemployment Assistance (PUA) Under the Federal CARES Act**

Even though Veach is not eligible for regular unemployment insurance benefits under state law, he may be eligible for federally funded unemployment insurance benefits under the CARES Act. Section 2102 of the CARES Act creates a new temporary federal program called Pandemic Unemployment Assistance (PUA) that in general provides up to 39 weeks of unemployment benefits. An individual receiving PUA benefits may also receive the \$600 weekly benefit amount (WBA) under the Federal Pandemic Unemployment Compensation (FPUC) program if Veach is eligible for such compensation for the week claimed.

This decision does not address whether Veach is eligible for PUA. For a decision on such eligibility, Veach must apply for PUA, as noted in the instructions provided in the "Note to Claimant" below.

## **NOTE TO CLAIMANT:**

- This decision determines you are not eligible for regular unemployment insurance benefits under state law. If you disagree with this decision you may file an appeal to the Employment Appeal Board by following the instructions on the first page of this decision.

- If you do not qualify for regular unemployment insurance benefits under state law and are currently unemployed for reasons related to COVID-19, you may qualify for Pandemic Unemployment Assistance (PUA). **You will need to apply for PUA to determine your eligibility under the program.**
- For more information about PUA, go to:

<https://www.iowaworkforcedevelopment.gov/pua-information>

- To apply for PUA, go to:

<https://www.iowaworkforcedevelopment.gov/pua-application>

A handwritten signature in black ink, appearing to read "Ben Humphrey". The signature is stylized with a large, sweeping flourish at the end.

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Ben Humphrey  
Administrative Law Judge

October 14, 2020  
Decision Dated and Mailed

bh/scn