

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

SHANTEL JONES
Claimant

CASEYS MARKETING COMPANY
Employer

APPEAL 21A-UI-23652-LJ-T
**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 04/04/21
Claimant: Appellant (1)

Iowa Code § 96.5(1) – Voluntary Quit from Employment

STATEMENT OF THE CASE:

On October 25, 2021, claimant Shantel Jones filed an appeal from the October 14, 2021 (reference 06) unemployment insurance decision that denied benefits based on a determination that claimant voluntarily quit from employment. The parties were properly notified of the hearing. A telephonic hearing was held at 9:00 a.m. on Wednesday, December 15, 2021. The claimant, Shantel Jones, participated. Attorney Leonard Bates represented the claimant. The employer, Casey's Marketing Company, participated through Amy Donner, Store Leader. No exhibits were admitted into the record.

ISSUE:

Was the claimant's separation without good cause attributable to the employer?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for Casey's Marketing Company on August 24, 2021. She was employed full-time with the employer as a second assistant manager. Claimant's employment ended on September 8, 2021, when she quit.

Claimant last reported to work on Friday, September 3. She was scheduled to work a split shift that day, from 10:00 a.m. until 2:00 p.m. and again from 6:00 p.m. until 10:00 p.m. During the earlier portion of her shift, claimant, Donner, and multiple other employees worked together to unload a truck that day. Claimant asked Donner if she could take a break and sit in her car because unloading the truck was exhausting, and Donner said that was fine. Claimant then reported that she did not feel well and needed to leave work. Donner arranged for coverage for the remainder of claimant's split shift.

Claimant was next scheduled to work on Saturday, September 4, at 9:00 a.m. She did not report to work that day, and she did not call and notify anyone that she would not be at work. Claimant was scheduled to work the following day, September 5, at either 4:00 a.m. or 9:00 a.m., and she did not report to work that day either.

Later on that day, on September 5, claimant sent a text message to Donner stating she would not have enough gas to get back and forth to work because she did not get paid on Friday. She was upset because her physical paycheck was locked up when she came to the store to receive it, and no one was available to access it. In response to this message, Donner tried to call the claimant and she did not answer her phone. Donner no longer wanted to communicate through text messaging at that point, as she felt the situation was escalating to a personnel matter.

On September 6, claimant sent Donner a message stating she had noticed her name was scratched off the work schedule. Claimant asked Donner if she was fired. Donner did not respond to this message. Instead, she attempted to call the claimant so they could discuss the issue via telephone. Claimant did not answer her phone. Later that day, claimant went into the store and talked to Michelle, another assistant manager. She handed in her keys to Michelle, as she did not want Donner calling the police. While claimant was at the store, Michelle was on the phone with Donner. Michelle told the claimant that Donner said she was not going to reply to the text messages.

On September 7, claimant again asked Donner via text message if she was fired, and Donner did not respond via text. Instead, Donner attempted to call the claimant, and she did not answer. Claimant then informed Donner via text that she was unable to communicate via phone call and could only communicate through email or text. At that point, Donner sent claimant a text asking her to meet at the store in the morning on September 8. Claimant said she had a meeting at the time Donner requested to meet, and Donner asked her if she could meet before her other meeting. Claimant never responded to this question and stopped communicating with Donner. She did not come in and meet with Donner on September 8.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes claimant's separation was without good cause attributable to the employer.

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.

Iowa Admin. Code r. 871-24.25 provides:

Voluntary quit without good cause. 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 from whom the employee has separated. The employer has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code section 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code section 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

- (22) The claimant left because of a personality conflict with the supervisor.

A voluntary leaving of employment requires an intention to terminate the employment relationship accompanied by an overt act of carrying out that intention. *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980). The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2) (amended 1998). Generally, when an individual mistakenly believes they are discharged from employment, but was not told so by the employer, and they discontinue reporting for work, the separation is considered a quit without good cause attributable to the employer. *LaGrange v. Iowa Dep't of Job Serv.*, (No. 4-209/83-1081, Iowa Ct. App. filed June 26, 1984).

In this case, claimant and Donner had been failing to successfully reach one another to discuss the status of claimant's employment. Claimant continued inquiring via text message, despite Donner's repeated attempts to reach her via telephone, clearly indicating she wanted to discuss the matter via voice calling and not texting. Once claimant expressed to Donner that she was not able to accept voice calls, Donner then requested that claimant come to the store for a meeting. This was a reasonable request under the circumstances. When claimant stated she was not available at the initially-proposed meeting time, Donner promptly offered an alternative. Claimant did not reply to this new proposed meeting time. She did not offer a time that worked better for her. She did not stop into the store to try and meet with Donner as requested. Claimant simply stopped communicating with Donner.

Claimant's ceasing communication with Donner and her failure to appear for a meeting on September 8, coupled with her having turned in her keys, amounts to job abandonment. Benefits are denied.

DECISION:

The October 14, 2021 (reference 06) unemployment insurance decision is affirmed. Claimant separated from employment without good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.



Elizabeth A. Johnson
Administrative Law Judge
Unemployment Insurance Appeals Bureau

January 26th, 2022
Decision Dated and Mailed

lj/lj