

**IN THE IOWA ADMINISTRATIVE HEARINGS DIVISION
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

MARGARET M JOHNSON
Claimant

HENKELS & BAKER PC
Employer

APPEAL NO. 24A-UI-06708-JT-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 06/30/24
Claimant: Appellant (1)

Iowa Code Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

On July 24, 2024, Margaret Johnson (claimant) filed a timely appeal from the July 19, 2024 (reference 01) decision that disqualified her for benefits and that held the employer's account would not be charged for benefits, based on the deputy's conclusion that Ms. Johnson voluntarily quit the employment on June 13, 2024 without good cause attributable to the employer. After due notice was issued, a hearing was held on August 7, 2024. Ms. Johnson participated. Hillary Baker represented the employer. Exhibits A and B were received into evidence.

ISSUES:

Whether the claimant was laid off, was discharged for misconduct in connection with the employment or voluntarily quit without good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds:

Margaret Johnson (claimant) was employed by Henkels & Baker, P.C., a law office, as a full-time paralegal from 2018 and last performed work for the employer on June 13, 2024. Attorney Dustin Baker was Ms. Johnson's supervisor. Hillary Baker, Mr. Baker's spouse, is the firm's Director of Operations. The Bakers became affiliated with the law office in 2018 when Mr. Baker purchased the law practice from Ms. Johnson's father.

On the morning of June 13, 2024, Ms. Baker summoned Ms. Johnson to a meeting in Mr. Baker's office after she overheard Ms. Johnson speaking with a new employee, Vance, in a disrespectful manner. Ms. Johnson had been disrespectful and disparaging of Vance through recent written communication. The employer had hired Vance to assist with sales. Ms. Johnson was under the impression that Vance had been hired as a paralegal. Ms. Johnson become resentful when she learned Vance was hired at a higher wage than Ms. Johnson received as a seasoned paralegal.

During the meeting on June 13, Ms. Baker made a number of assertions regarding Ms. Johnson's discourteous interactions with other staff. Ms. Baker acknowledged that Ms. Johnson was good at her job duties, but added the rhetorical question of why Ms. Johnson made interpersonal relationships so hard. Ms. Johnson stated that perhaps this was because she had come across salary information indicating Vance pay. Ms. Baker told Ms. Johnson that Vance had been hired to assist with sales and not hired as a paralegal. Mr. Baker asked what salary record Ms. Johnson had reviewed and asked Ms. Johnson what direction she wanted to discussion to go. Ms. Johnson said, "I guess I'll just find another job." Ms. Baker responded, "Good luck finding something as good as this." Ms. Johnson desired to exit the meeting and stated that she was going to work from home. Ms. Johnson had been working from home part of the time and from the office part of the time. When Ms. Baker responded "No," Ms. Johnson said "I quit" and exited Mr. Baker's office. Ms. Johnson then exited the building. Ms. Johnson walked out without taking most of her personal effects. Ms. Johnson left between 11:00 and 11:30 a.m. Prior to Ms. Johnson's quit utterance and exit, the employer had said nothing to indicate that Ms. Johnson's employment was in jeopardy.

During the afternoon of June 13, Ms. Johnson contacted Mr. Baker. Ms. Johnson stated that she would return at 4:00 p.m. for a scheduled document signing with a client so as not to create a hardship on the client. Mr. Baker told Ms. Johnson that she need not return to the office for the document signing and that another paralegal would handle the signing. Ms. Johnson and Mr. Baker agreed to meet the following Monday.

Before the Monday meeting, Ms. Johnson sent an email message to the employer apologizing for her contribution to the June 13 meeting and for what she characterized as her unprofessional conduct. However, by that time the employer had decided not to allow Ms. Johnson to return to the employment and planned to follow through on a separation based on Ms. Johnson's statement that she was quitting and her abrupt exit on June 13, 2024. At the time of the Monday meeting, Mr. Baker presented Ms. Johnson with an Agreement and Release of Claims whereby the employer proposed to provide severance pay to Ms. Johnson in exchange for Ms. Johnson's agreement to waive legal action related to her separation and in exchange for other agreements. Ms. Johnson did not sign the proposed agreement.

REASONING AND CONCLUSIONS OF LAW:

Iowa Administrative Code rule 87124.1(113) characterizes the different types of employment separations as follows:

Separations. All terminations of employment, generally classifiable as layoffs, quits, discharges, or other separations.

a. Layoffs. A layoff is a suspension from pay status initiated by the employer without prejudice to the worker for such reasons as: lack of orders, model changeover, termination of seasonal or temporary employment, inventory-taking, introduction of laborsaving devices, plant breakdown, shortage of materials; including temporarily furloughed employees and employees placed on unpaid vacations.

b. Quits. A quit is a termination of employment initiated by the employee for any reason except mandatory retirement or transfer to another establishment of the same firm, or for service in the armed forces.

c. Discharge. A discharge is a termination of employment initiated by the employer for such reasons as incompetence, violation of rules, dishonesty, laziness, absenteeism, insubordination, failure to pass probationary period.

d. Other separations. Terminations of employment for military duty lasting or expected to last more than 30 calendar days, retirement, permanent disability, and failure to meet the physical standards required.

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 Iowa Administrative Code rule 87124.25.

A claimant will be considered to have left employment voluntarily when such claimant gave the employer notice of an intention to resign and the employer accepted such resignation. See Iowa Admin. Code rule 87124.25(37).

The weight of the evidence establishes a voluntary quit, rather than a discharge or layoff. Ms. Johnson's utterances during the June 13 meeting, which included the statement that she would find another job and that she quit, were sufficient to establish a voluntary quit when combined with Ms. Johnson's abrupt departure from the workplace prior to the scheduled end of her workday. In short, Ms. Johnson walked off the job. The employer's decision not to have Ms. Johnson return and the contact that followed were sufficient to indicate acceptance of the quit.

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

When a claimant leaves employment due to dissatisfaction with the work environment, the quit is presumed to be without good cause attributable to the employer. See Iowa Admin. Code r. 871-24.25(21).

When a claimant quits employment in response to a reprimand, the quit is presumed to be without good cause attributable to the employer. See Iowa Admin. Code r. 871-24.25(28).

On the other hand, quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See Iowa Admin. Code r. 87124.26(4). The test is whether a reasonable person would have quit under the circumstances. See *Aalbers v. Iowa Department of Job Service*, 431 N.W.2d 330 (Iowa 1988) and *O'Brien v. Employment Appeal Bd.*, 494 N.W.2d 660 (1993). Aside from quits based on medical reasons, prior notification of the employer before a resignation for intolerable or detrimental working conditions is not required. See *Hy-Vee v. EAB*, 710 N.W.2d 1 (Iowa 2005).

The evidence in the record establishes a June 13, 2024 voluntary quit without good cause attributable to the employer. Ms. Johnson's statement that she was quitting and her abrupt early departure from the workplace occurred in the context of the employer reprimanding Ms. Johnson for discourteous treatment of a coworker. Ms. Johnson's utterances and sudden departure were based on the reprimand and on Ms. Johnson's dissatisfaction with the work environment, which included a new coworker hired at a higher wage and the employer's

expectation that Ms. Johnson remain civil and professional when interacting with colleagues. The record does not establish intolerable or detrimental working conditions that would have prompted a reasonable person to leave the employment.

The claimant is disqualified for benefits until the claimant has worked in and been paid wages for insured work equal to 10 times the claimant's weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged for benefits.

DECISION:

The July 19, 2024 (reference 01) decision is AFFIRMED. The claimant voluntarily quit the employment on June 13, 2024 without good cause attributable to the employer. The claimant is disqualified for benefits until the claimant has worked in and been paid wages for insured work equal to 10 times the claimant's weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged.



James E. Timberland
Administrative Law Judge

August 15, 2024
Decision Dated and Mailed

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APPEAL RIGHTS. If you disagree with the decision, you or any interested party may:

1. Appeal to the Employment Appeal Board within fifteen (15) days of the date under the judge's signature by submitting a written appeal via mail, fax, or online to:

**Employment Appeal Board
6200 Park Ave Suite 100
Des Moines, Iowa 50321
Fax: (515)281-7191
Online: eab.iowa.gov**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

AN APPEAL TO THE BOARD SHALL STATE CLEARLY:

- 1) The name, address, and social security number of the claimant.
- 2) A reference to the decision from which the appeal is taken.
- 3) That an appeal from such decision is being made and such appeal is signed.
- 4) The grounds upon which such appeal is based.

An Employment Appeal Board decision is final agency action. If a party disagrees with the Employment Appeal Board decision, they may then file a petition for judicial review in district court.

2. If no one files an appeal of the judge's decision with the Employment Appeal Board within fifteen (15) days, the decision becomes final agency action, and you have the option to file a petition for judicial review in District Court within thirty (30) days after the decision becomes final. Additional information on how to file a petition can be found at Iowa Code §17A.19, which is online at <https://www.legis.iowa.gov/docs/code/17A.19.pdf>.

Note to Parties: YOU MAY REPRESENT yourself in the appeal or obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds.

Note to Claimant: It is important that you file your weekly claim as directed, while this appeal is pending, to protect your continuing right to benefits.

SERVICE INFORMATION:

A true and correct copy of this decision was mailed to each of the parties listed.

DERECHOS DE APELACIÓN. Si no está de acuerdo con la decisión, usted o cualquier parte interesada puede:

1. Apelar a la Junta de Apelaciones de Empleo dentro de los quince (15) días de la fecha bajo la firma del juez presentando una apelación por escrito por correo, fax o en línea a:

**Employment Appeal Board
6200 Park Ave Suite 100
Des Moines, Iowa 50321
Fax: (515)281-7191
En línea: eab.iowa.gov**

El período de apelación se extenderá hasta el siguiente día hábil si el último día para apelar cae en fin de semana o día feriado legal.

UNA APELACIÓN A LA JUNTA DEBE ESTABLECER CLARAMENTE:

- 1) El nombre, dirección y número de seguro social del reclamante.
- 2) Una referencia a la decisión de la que se toma la apelación.
- 3) Que se interponga recurso de apelación contra tal decisión y se firme dicho recurso.
- 4) Los fundamentos en que se funda dicho recurso.

Una decisión de la Junta de Apelaciones de Empleo es una acción final de la agencia. Si una de las partes no está de acuerdo con la decisión de la Junta de Apelación de Empleo, puede presentar una petición de revisión judicial en el tribunal de distrito.

2. Si nadie presenta una apelación de la decisión del juez ante la Junta de Apelaciones Laborales dentro de los quince (15) días, la decisión se convierte en acción final de la agencia y usted tiene la opción de presentar una petición de revisión judicial en el Tribunal de Distrito dentro de los treinta (30) días después de que la decisión adquiriera firmeza. Puede encontrar información adicional sobre cómo presentar una petición en el Código de Iowa §17A.19, que está en línea en <https://www.legis.iowa.gov/docs/code/17A.19.pdf>.

Nota para las partes: USTED PUEDE REPRESENTARSE en la apelación u obtener un abogado u otra parte interesada para que lo haga, siempre que no haya gastos para Workforce Development. Si desea ser representado por un abogado, puede obtener los servicios de un abogado privado o uno cuyos servicios se paguen con fondos públicos.

Nota para el reclamante: es importante que presente su reclamo semanal según las instrucciones, mientras esta apelación está pendiente, para proteger su derecho continuo a los beneficios.

SERVICIO DE INFORMACIÓN:

Se envió por correo una copia fiel y correcta de esta decisión a cada una de las partes enumeradas.