

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

RICHARD L GALL
PO BOX 114
RAPID CITY IL 61278

RIVER TRAILS TRANSIT LINES INC
TRI-STATE TRAVEL
PO BOX 307
GALENA IL 61036-0307

Appeal Number: 04A-UI-02073-CT
OC: 01/11/04 R: 12
Claimant: Appellant (2)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319**.

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.

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.

YOU MAY REPRESENT yourself in this appeal or you may 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. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(5)a – Severance Pay

STATEMENT OF THE CASE:

Richard Gall filed an appeal from a representative's decision dated February 10, 2004, reference 01, which held he was ineligible to receive job insurance benefits for the two weeks ending January 24, 2004 because of his receipt of severance pay from River Trails Transit Lines, Inc. After due notice was issued, a hearing was held by telephone on March 17, 2004. Mr. Gall participated personally. The employer participated by Terri Richardson, Human Resources.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: Mr. Gall's last day of work for River Trails Transit Lines, Inc. was January 9, 2004. On or about January 12, he was given a copy of an employment termination agreement which provided for the payment of severance pay in the gross amount of \$1,319.15. Receipt of the severance pay was conditioned on signing the agreement. When notified of the filing of the claim for job insurance benefits, the employer was under the impression that Mr. Gall would sign the termination agreement and receive the severance pay. Therefore, the anticipated payment was reported by the employer to Workforce Development. Mr. Gall has since decided that he will not sign the agreement. At this point, the employer intends to void the check for severance which was payable to Mr. Gall.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Gall received or will receive severance pay which should be deducted from his job insurance benefits. Inasmuch as the receipt of severance pay was conditioned on him signing the termination agreement and inasmuch as he has chosen not to sign the agreement, he will not be receiving severance pay from River Trails Transit Lines, Inc. Accordingly, there is no severance pay to be deducted from his job insurance benefits.

DECISION:

The representative's decision dated February 10, 2004, reference 01, is hereby reversed. Mr. Gall has not and will not receive severance pay from River Trails Transit Lines, Inc. Benefits are allowed effective January 11, 2004, provided he satisfies all other conditions of eligibility.

cfc/b