

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

KNISHIA HUDSON
Claimant

REM IOWA COMMUNITY SERVICES INC
Employer

APPEAL 20A-UI-06369-J1-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 05/03/20
Claimant: APPELLANT (2)**

Iowa Code § 96.5(2)a – Discharge for Misconduct
Iowa Code § 96.5(1) – Voluntary Quitting

STATEMENT OF THE CASE:

On June 16, 2020, the claimant filed an appeal from the June 11, 2020, (reference 01) unemployment insurance decision that denied benefits based on quitting for dissatisfaction with the work environment. The parties were properly notified about the hearing. A telephone hearing was held on July 21, 2020. Claimant participated and called Quanitra Light, Stacy Faust, Lakesha Johnson and Tasha Garnder. The employer was represented by John Soete. The employer's only witness did not answer when called. Mr. Soete stated that his employer's policy is to not participate without at least one employer's witness and withdrew from the hearing.

ISSUE :

Did the claimant have good cause attributable to the employer for quitting employment?
Did claimant commit job related misconduct?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer on July 30, 2014. Claimant last worked as a full-time Program Supervisor. Claimant was separated from employment on May 7, 2020, when she was terminated in a phone call.

The employer provides residential and programming to individual with different abilities. Claimant was asked by her employer to supervise a home that claimant did not believe she had the training to provide appropriate services. Claimant asked for different work. Claimant was terminated. Claimant did not intend to terminate her employment with the employer. Claimant testified she wanted to continue her employee relationship with the employer. Ms. Johnson was on the phone when claimant was terminated and testified that claimant wanted to continue working for the employer.

REASONING AND CONCLUSIONS OF LAW:

I find claimant neither voluntarily quit her employment or committed job related misconduct. I find claimant is eligible for unemployment insurance benefits.

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.

A voluntary quitting means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer and requires an intention to terminate the employment. *Wills v. Emp't Appeal Bd.*, 447 N.W. 2d 137, 138 (Iowa 1989). 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); *Peck v. Emp't Appeal Bd.*, 492 N.W.2d 438 (Iowa Ct. App. 1992). In this case, the Claimant voluntarily quit her employment. As such, Claimant must prove that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). "Good cause" for leaving employment must be that which is reasonable to the average person, not the overly sensitive individual or the claimant in particular. *Uniweld Products v. Indus. Relations Comm'n*, 277 So.2d 827 (Fla. Dist. Ct. App. 1973)

The claimant has the burden of proof to show she did not voluntarily quit her employment. I find the claimant has met her burden of proof. Claimant did not intent to sever her employment relationship.

The next is whether claimant committed job related misconduct.

Iowa Code section 96.5(2)a provides:

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

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The disqualification shall continue until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

Iowa Admin. Code r. 871-24.32(1)a provides:

Discharge for misconduct.

(1) Definition.

a. "Misconduct" is defined as a deliberate act or omission by a worker which constitutes a material breach of the duties and obligations arising out of such worker's contract of

employment. Misconduct as the term is used in the disqualification provision as being limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. On the other hand mere inefficiency, unsatisfactory conduct, failure in good performance as the result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgment or discretion are not to be deemed misconduct within the meaning of the statute.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

The employer has the burden of proof to show job related misconduct. The employer provided no evidence of misconduct. Claimant and witness did not provide evidence of job related misconduct. No misconduct has been established.

DECISION:

Regular Unemployment Insurance Benefits Under State Law

The June 11, 2020, (reference 01) unemployment insurance decision is reversed. Benefits are awarded, provided she is otherwise eligible.



James F. Elliott
Administrative Law Judge

August 3, 2020
Decision Dated and Mailed

je/mh