

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

68-0157 (9-06) - 3091078 - EI

**TONI J WULF**  
Claimant

**APPEAL NO. 19A-UI-02642-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**WHITE GLOVE JANITORIAL SERVICE**  
Employer

**OC: 02/24/19**  
**Claimant: Appellant (4)**

Iowa Code Section 96.5(1) – Voluntary Quit  
Iowa Code Section 96.5(1)(g) – Requalification

**STATEMENT OF THE CASE:**

Toni Wulf filed a timely appeal from the March 18, 2019, reference 02, decision that held she was disqualified for benefits and the employer's account would not be charged for benefits, based on the deputy's conclusion that Ms. Wulf voluntarily quit on September 4, 2019 without good cause attributable to the employer. After due notice was issued, a hearing was held on April 16, 2019. Ms. Wulf participated. The employer did not comply with the hearing notice instructions to register a telephone number for the hearing and did not participate. Exhibit A was received into evidence. The administrative law judge took official notice of the Agency's administrative records indicating the claimant had subsequent employment and wages following her separation from this employer. The administrative records included the database readout DBRO. The administrative law judge left the hearing record open for the limited purpose of allowing the claimant to submit proof of her wages from Fairview Health Services/Ebenezer Society. On April 17, 2019, the claimant submitted email correspondence with Fairview Health Services/Ebenezer Society (Exhibit B) and proof of wages from Fairview Health Services/Ebenezer Society (Exhibit C). Exhibits B and C were received into evidence.

**ISSUES:**

Whether Ms. Wulf's voluntary quit from White Glove Janitorial Service to accept other, better employment.

Whether Ms. Wulf requalified for benefits subsequent to her voluntary quit from White Glove Janitorial Service.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Toni Wulf was employed by White Glove Janitorial Service as a part-time custodial worker for a two-week period during the last week of August 2018 and the first week of September 2018. Prior to Ms. Wulf's acceptance of the employment, the employer told Ms. Wulf that her work days would be Tuesdays, Thursdays and every other weekend, that the work hours on Tuesday and Thursday would be 8:00 a.m. to 5:00 p.m. or 6:00 p.m., and that the work hours on the

alternating weekends could be the same or different from the work hours on Tuesday and Thursday. Once Ms. Wulf had accepted and started the employment, the employer told Ms. Wulf that she would be required to work every weekend, rather than alternating weekends. The employer told Ms. Wulf that work on every weekend was necessary to cover shifts for a pregnant employee who desired to cut back her work hours. The employer's altering of the work hours to include every weekend, rather than every other weekend, presented a problem for Ms. Wulf because she had accepted full-time, Monday through Friday, employment at Vista Prairie at Keelson Harbor that was supposed to start in the immediate future and working every weekend for White Glove would leave her with no days off during any work week. Once Ms. Wulf raised her concern with the White Glove management, the supervisor at White Glove told Ms. Wulf that the weekend hours were flexible and Ms. Wulf could report for work when it was convenient for her. Ms. Wulf elected to leave the part-time White Glove employment and to focus on the full-time employment at Vista Prairie at Keelson Harbor.

Ms. Wulf established an original claim for unemployment insurance benefits that was effective February 24, 2019. Iowa Workforce Development set Ms. Wulf's weekly benefit amount at \$243.00. After Ms. Wulf separated from White Glove and before she established her claim for benefits, she earned wages from the Vista Prairie employment that exceeded 10 times her \$243.00 weekly benefit amount.

#### **REASONING AND CONCLUSIONS OF LAW:**

Iowa Code section 96.5(1)a 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. But the individual shall not be disqualified if the department finds that:

a. The individual left employment in good faith for the sole purpose of accepting other or better employment, which the individual did accept, and the individual performed services in the new employment. Benefits relating to wage credits earned with the employer that the individual has left shall be charged to the unemployment compensation fund. This paragraph applies to both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

Iowa Code section 96.5(1)g 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. But the individual shall not be disqualified if the department finds that:

g. The individual left work voluntarily without good cause attributable to the employer under circumstances which did or would disqualify the individual for benefits, except as provided in paragraph "a" of this subsection but, subsequent to the leaving, the individual worked in and was paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

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 871 IAC 24.25.

The evidence in the record indicates that Ms. Wulf voluntarily quit the part-time employment for other, better, full-time employment. The quit would not disqualify Ms. Wulf for unemployment insurance benefits. After separating from the White Glove employment and before establishing the claim for unemployment insurance benefits, Ms. Wulf earned more than 10 times her weekly benefits from the Vista Prairie. Thus, even if the separation from the White Glove had disqualified Ms. Wulf for benefits, Ms. Wulf would have requalified for benefits prior to establishing the February 24, 2019 unemployment insurance claim. Ms. Wulf is eligible for benefits in connection with the February 24, 2019, provided she meets all other eligibility requirements. The employer account of White Glove Janitorial Service shall not be charged.

**DECISION:**

The March 18, 2019, reference 02, decision is modified as follows. The claimant voluntarily quit on or about August 30, 2018 to accept other, better employment. The separation did not disqualify the claimant for benefits. The claimant subsequently earned enough from the new employment to requalify for benefits, if there had been a need to requalify. The claimant is eligible for benefits in connection with the February 24, 2019, provided she meets all other eligibility requirements. The employer account of White Glove Janitorial Service shall not be charged.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/rvs