

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

JAY A FARE
Claimant

MERCY MEDICAL CENTER
Employer

APPEAL 17A-UI-04933-NM-T
**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 04/09/17
Claimant: Appellant (1)

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

STATEMENT OF THE CASE:

The claimant filed an appeal from the April 27, 2017, (reference 01) unemployment insurance decision that denied benefits based upon his voluntary quit. The parties were properly notified of the hearing. A telephone hearing was held on May 26, 2017. The claimant participated and testified. The employer participated through Director of Human Resources Laura Dooley and Director of Radiology Jennifer McDowell. Employer's Exhibits 1 through 8 were received into evidence.

ISSUE:

Did claimant voluntarily quit the employment with good cause attributable to employer?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full time as a radiographer 1 from August 13, 2008, until this employment ended on April 8, 2017, when he voluntarily quit.

On April 7, 2017, claimant was called into a meeting with McDowell and presented with a written disciplinary action. (Exhibit 3). Claimant disagreed with the disciplinary action and corresponding disciplinary consequences and refused to sign the document. The document did state that signing does not indicate agreement. According to claimant, McDowell told him that if he did not agree to sign the document he would be terminated. McDowell denied making this statement and testified she has had other employees who have refused to sign written discipline and who have not been terminated. Claimant asked McDowell if he could have some time to think about signing the document. McDowell told him that was fine and claimant went back to work for the remainder of his shift. The following day claimant sent McDowell an email offering his resignation effective immediately. Claimant testified he resigned because he did not want to sign the disciplinary action and believed he would be terminated if he refused to do so. McDowell testified there were no immediate plans to discharge claimant, even if he refused to sign the disciplinary action, and continued work was available to him.

REASONING AND CONCLUSIONS OF LAW:

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

Iowa Code section 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:

(28) The claimant left after being reprimanded.

Claimant has the burden of proving 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). 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).

Claimant resigned following a reprimand. Claimant contends he only resigned because he was told he would be discharged if he refused to sign the reprimand. The employer denied this allegation. Even if this allegation were true, claimant would not be entitled to benefits, as such action constitutes misconduct. Generally, continued refusal to follow reasonable instructions constitutes misconduct. *Gilliam v. Atlantic Bottling Co.*, 453 N.W.2d 230 (Iowa Ct. App. 1990). Failure to sign a written reprimand acknowledging receipt constitutes job misconduct as a matter of law. *Green v Iowa Dep't of Job Serv.*, 299 N.W.2d 651 (Iowa 1980).

Because the document specifically said that signing it did not indicate the employee agrees with the content, but merely indicated receipt of the information, claimant's basis for the refusal was unreasonable. There was a specified place for an employee response, but claimant did not write reply, but instead refused to sign. Assuming he was told he must sign the document to continue working, his refusal of the reasonable request was insubordinate and is considered disqualifying misconduct.

Claimant was issued a reprimand on April 7, 2017, which he disagreed with. Claimant's dissatisfaction with the reprimand led him to resign. While claimant's leaving may have been based upon good personal reasons, it was not for a good-cause reason attributable to the employer according to Iowa law. Benefits are denied.

DECISION:

The April 27, 2017, (reference 01) unemployment insurance decision is affirmed. The claimant voluntarily left his employment without good cause attributable to the employer. Benefits are withheld until such time as he is deemed eligible.

Nicole Merrill
Administrative Law Judge

Decision Dated and Mailed

nm/rvs