

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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**JODI R BELLER**  
Claimant

**APPEAL NO. 20A-UI-03534-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**BANK OF THE WEST**  
Employer

**OC: 03/22/20**  
**Claimant: Appellant (1)**

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Iowa Code Section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

Jodi Beller filed a timely appeal from the April 14, 2020, reference 01, decision that disqualified her for benefits and that relieved the employer's account of liability for benefits, based on the deputy's conclusion that the Ms. Beller voluntarily quit on April 1, 2019 without good cause attributable to the employer. After due notice was issued, a hearing was held on May 19, 2020. Ms. Beller participated. The employer did not provide a telephone number for the appeal hearing and did not participate. Exhibit A was received into evidence.

**ISSUE:**

Whether the claimant's voluntary quit was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Jodi Beller was employed by Bank of the West as a full-time Senior Vice President until April 1, 2019, when she voluntarily left the employment pursuant to a separation agreement. Ms. Beller began her employment with Bank of the West in 2006. As Senior Vice President, Ms. Beller managed the employer's Iowa market, which included 20 branches and about 80 employees. Robert Dalrymple, Executive Vice President, was Ms. Beller's immediate supervisor. In fall 2018, Mr. Dalrymple and Ms. Beller engaged in discussion regarding the employer's plan to downsize its Iowa staff, in particular, assistant vice presidents who reported to Ms. Beller. Ms. Beller did not agree with the plan and made her feelings known to Mr. Dalrymple. The discussion turned at that time to Ms. Beller voluntarily separating from the employment pursuant to a separation agreement. Ms. Beller enlisted the assistance of an attorney to secure favorable terms over the course of a months-long negotiation. The employer never notified Ms. Beller that she would be laid off or discharged. The employer never notified Ms. Beller that a layoff or discharge would follow if she did not enter into the separation agreement.

On or about March 1, 2019, Ms. Beller and the employer executed an agreement whereby Ms. Beller agreed to separate from the employment effective April 1, 2019 and agreed not to seek further employment with Bank of the West in exchange for the employer's lump-sum payment to Ms. Beller of an amount equivalent to one year of her salary. Ms. Beller continued

in her position until April 1, 2019 and then voluntarily separated from the employment to gain the agreed upon separation payment, which followed shortly thereafter.

**REASONING AND CONCLUSIONS OF LAW:**

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.

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 871-24.25.

The evidence in the record establishes an April 1, 2019 voluntary quit that was without good cause attributable to the employer. The weight of the evidence establishes that Ms. Beller was not forced out of her employment, but instead elected to voluntarily leave the employment in exchange for a substantial separation payment equivalent to one year of her salary. Ms. Beller is disqualified for benefits until she has worked in and been paid wages for insured work equal to 10 times her weekly benefit amount. Ms. Beller must meet all other eligibility requirements. The employer's account shall not be charged for benefits.

*Note to Claimant:* This decision determines you are not eligible for regular unemployment insurance benefits. If you disagree with this decision you may file an appeal to the Employment Appeal Board by following the instructions on the first page of this decision. Individuals who do not qualify for regular unemployment insurance benefits due to disqualifying separations, but who are currently unemployed for reasons related to COVID-19 may qualify for Pandemic Unemployment Assistance (PUA). **You will need to apply for PUA to determine your eligibility under the program.** Additional information on how to apply for PUA can be found at <https://www.iowaworkforcedevelopment.gov/pua-information>.

**DECISION:**

The April 14, 2020, reference 01, decision is affirmed. The claimant voluntarily quit the employment effective April 1, 2019 without good cause attributable to the employer. The claimant is disqualified for benefits until she has worked in and been paid wages for insured work equal to 10 times her weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged.

A rectangular box containing a handwritten signature in cursive script that reads "James E. Timberland".

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James E. Timberland  
Administrative Law Judge

May 22, 2020  
Decision Dated and Mailed

jet/scn