

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

NATALIE K JONES
Claimant

COUNCIL BLUFFS COMM SCHOOL DIST
Employer

APPEAL 20A-UI-09925-J1-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 02/02/20
Claimant: Appellant (2)

Iowa Code § 96.5(1) – Voluntary Quitting

STATEMENT OF THE CASE:

On August 8, 2020, the claimant filed an appeal from the August 6, 2020, (reference 01) unemployment insurance decision that denied benefits based on voluntary quit. The parties were properly notified about the hearing. A telephone hearing was held on September 28, 2020. Claimant participated. Employer participated through Kelly Fischer, Benefits Specialist, and Jennifer Groenwold, Hearing Representative.

ISSUE:

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

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer on November 18, 2020. Claimant last worked about 30-hours a week as a “Lunch Lady” in a school cafeteria. Claimant was separated from employment on February 28, 2020 when she signed a request for a leave of absence. (Ex. B) The Leave of Absence form circles that claimant is requesting a leave of absence for the second half of the 2019-2020 academic year. (Ex. B) The Council Bluffs Community School District (Council Bluffs) policy on leave of absence states that an employee can request a leave for up to one year. While on an approved leave of absence an employee can continue group health insurance at the employee’s expense but will not accrue any other benefits and the employee shall retain seniority rights and may apply for vacancies they are qualified for. (Ex. B) Claimant testified that she was told by her employer that unless she requested a leave of absence they would not be able to fill her position. Claimant believed that not filling the position would be a hardship on her co-workers. Council Bluffs has not offered claimant employment after the end of the 2019-2020 academic year.

REASONING AND CONCLUSIONS OF LAW:

Claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). The employer has the burden of proving that a claimant’s

departure from employment was voluntary. *Irving v. Emp't Appeal Bd.*, 883 N.W.2d 179 (Iowa 2016). "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". *Id.* (citing *Cook v. Iowa Dept. of Job Service*, 299 N.W.2d 698, 701 (Iowa 1980)).

"Good cause attributable to the employer" does not require fault, negligence, wrongdoing or bad faith by the employer. *Dehmel v. Employment Appeal Bd.*, 433 N.W.2d 700, 702 (Iowa 1988)("[G]ood cause attributable to the employer can exist even though the employer is free from all negligence or wrongdoing in connection therewith"); *Shontz v. Iowa Employment Sec. Commission*, 248 N.W.2d 88, 91 (Iowa 1976)(benefits payable even though employer "free from fault"); *Raffety v. Iowa Employment Security Commission*, 76 N.W.2d 787, 788 (Iowa 1956)("The good cause attributable to the employer need not be based upon a fault or wrong of such employer."). Good cause may be attributable to "the employment itself" rather than the employer personally and still satisfy the requirements of the Act. *Raffety*, 76 N.W.2d at 788 (Iowa 1956).

Ordinarily "good cause" is derived from the facts of each case keeping in mind the public policy stated in Iowa Code section 96.2. *O'Brien v. EAB* 494 N.W.2d 660, 662 (Iowa 1993) (citing *Wiese v. IA Dept. of Job Serv.*, 389 N.W.2d 676, 680 (Iowa 1986)). "The term encompasses real circumstances, adequate excuses that will bear the test of reason, just grounds for the action, and always the test of good faith." *Wiese v. IA Dept. of Job Serv.*, 389 N.W.2d 676, 680 (Iowa 1986). "Common sense and prudence must be exercised in evaluating all of the circumstances that led to an employee's quit in order to attribute the cause for the termination." *Id.*

Iowa Admin. Code r. 871-24.22(2)(1)(2)(3) provides:

Benefit eligibility conditions. For an individual to be eligible to receive benefits the department must find that the individual is able to work, available for work, and earnestly and actively seeking work. The individual bears the burden of establishing that the individual is able to work, available for work, and earnestly and actively seeking work.

j. Leave of absence. A leave of absence negotiated with the consent of both parties, employer and employee, is deemed a period of voluntary unemployment for the employee-individual, and the individual is considered ineligible for benefits for the period.

(1) If at the end of a period or term of negotiated leave of absence the employer fails to reemploy the employee-individual, the individual is considered laid off and eligible for benefits.

(2) If the employee-individual fails to return at the end of the leave of absence and subsequently becomes unemployed the individual is considered as having voluntarily quit and therefore is ineligible for benefits.

(3) The period or term of a leave of absence may be extended, but only if there is evidence that both parties have voluntarily agreed.

Claimant did not believe she had terminated her employment relationship with the employer. Claimant knew she had relinquished the one position and the school district could fill that particular spot, but did not consider her employment completely terminated. Given the confusing language in the leave of absence policy, continued eligibility for self-pay health insurance claimant's confusion was understandable.

I find that the parties agreed to a leave of absence of the second half of the 2019-2020 academic year. The employer has failed to reemploy the claimant. I find claimant has been laid off at the end of the 2019-2020 academic year.

DECISION:

Regular Unemployment Insurance Benefits Under State Law

The August 6, 2020, (reference 01) unemployment insurance decision is reversed. Benefits are payable, provided claimant is otherwise eligible.



James F. Elliott
Administrative Law Judge

September 30, 2020
Decision Dated and Mailed

je/sam