

**IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI**

**JOY R REYNOLDS
1258 COUNTY RD 2565
HIGBEE MO 65257**

**INNS OF IOWA LTD
c/o EMPLOYERS UNITY INC
PO BOX 749000
ARVADA IA 80006-9000**

**Appeal Number: 04A-UI-12568-DWT
OC 10/17/04 R 01
Claimant: Respondent (2)**

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal are based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Inns of Iowa, Ltd. (employer) appealed a representative's November 18, 2004 decision (reference 01) that concluded Joy R. Reynolds (claimant) was qualified to receive unemployment insurance benefits, and the employer's account was subject to charge because the claimant's separation was for nondisqualifying reasons. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on December 15, 2004. The claimant participated in the hearing. Marilyn Monerow, a representative with Employers Unity, Inc., appeared on the employer's behalf with Rachel Schneiderman and Renee Meyers as witnesses. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUES:

Did the claimant voluntarily quit her employment for reasons that qualify her to receive unemployment insurance benefits, or did the employer discharge her for reasons that do not constitute work-connected misconduct?

FINDINGS OF FACT:

The claimant started working for the employer on June 14, 2004. The employer hired the claimant to work as a full-time front desk employee. The employer had a full-time front desk position open after Schneiderman submitted her resignation. Schneiderman's last day of work was to be July 3. Schneiderman's plans changed and she did not move. Schneiderman then asked the employer if she could rescind her resignation. The employer allowed Schneiderman to continue her employment as a full-time front desk employee.

When the employer told the claimant about Schneiderman continuing her employment, the employer offered the claimant continued employment as a full-time housekeeper, hostess at the employer's restaurant or as a front desk employee at the employer's Budget Inn and Best Western facilities. The claimant immediately declined the hostess position, but indicated she wanted an opportunity to think about the other offers of continued employment.

The claimant did not understand the employer offered her continued employment as a full-time front-desk employee. The claimant understood the employer only offered her a part-time front desk position. The claimant did not realize the employer offered her continued employment as a full-time front desk employee. The claimant does not remember the employer offering her a full-time job as a housekeeper, but she has never worked as a housekeeper.

The claimant declined further employment with the employer. After the claimant declined further employment, she made comments that this was best because her mother had decided to move closer to the claimant. The claimant's last day of work was July 8, 2004.

The claimant established a claim for unemployment insurance benefits during the week of October 31, 2004. She filed claims for the weeks ending November 13 through December 18, 2004. She received her maximum weekly benefit amount of \$306.00 for each of these weeks.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if a claimant voluntarily quits employment without good cause or an employer discharges her for reasons constituting work-connected misconduct. Iowa Code §§96.5-1, 2-a. After the employer allowed Schneiderman to rescind her resignation notice, the employer offered to continue the claimant's full-time employment in one of three ways. The claimant's refusal to accept any of the employer's offers of continued employment establishes the claimant voluntarily quit her employment as of July 8, 2004. When a claimant quits, she has the burden to establish she quit with good cause attributable to the employer.

The claimant quit because she incorrectly concluded the employer could only offer her continued employment as a part-time front desk employee. The employer, however, intended the claimant to continue her full-time employment.

The evidence indicates the employer planned to have the claimant continue working as a full-time employee by offering her three options in which she could continue her employment.

Two of the employer's options, working as a hostess and housekeeper, were offered to the claimant as full-time employment. The third option was working part time at Best Western as a front desk employee and then filling in the rest of her hours as a front desk employee at Budget Inn. The claimant sincerely believed she would only be working part time if she continued her employment. Unfortunately, the claimant did not tell the employer why she declined the offer to continue working as a front desk employee. The claimant just told the employer she declined the employer's options of continued employment. The employer understood the claimant quit because her mother decided to move closer to the claimant and it would be easier for the claimant to be with her mother if she did not work. Since the claimant did not tell the employer why she would not continue to work for the employer, the employer had no opportunity to straighten out the claimant's misunderstanding. A preponderance of the evidence establishes the claimant could have continued to work as a full-time front desk employee and quit her employment for reasons that do not qualify her to receive unemployment insurance benefits. As of October 23, 2004, the claimant is not qualified to receive unemployment insurance benefits.

If an individual receives benefits she is not legally entitled to receive, the Department shall recover the benefits even if the individual acted in good faith and is not at fault in receiving the overpayment. Iowa Code §96.3-7. The claimant is not legally entitled to receive unemployment insurance benefits during the weeks ending November 13 through December 18, 2004. The claimant has been overpaid \$1,836.00 in benefits she received for these weeks.

DECISION:

The representative's November 18, 2004 decision (reference 01) is reversed. The claimant voluntarily quit her employment for reasons that do not qualify her to receive unemployment insurance benefits. The claimant is disqualified from receiving unemployment insurance benefits as of October 17, 2004. This disqualification continues until she has been paid ten times her weekly benefit amount for insured work, provided she is otherwise eligible. The employer's account will not be charged. The claimant is not legally entitled to receive unemployment insurance benefits during the weeks ending November 13 through December 18, 2004. The claimant has been overpaid and must repay \$1,836.00 in benefits she received for these weeks.

dlw/b