

**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**

**MARY LOU MCFARLAND  
1002 W MONTGOMERY  
CRESTON IA 50801**

**SOUTHERN IOWA GAMING COMPANY  
LAKESIDE CASINO & RESORT  
PO BOX 424  
OSCEOLA IA 50213**

**Appeal Number: 04A-UI-07779-CT  
OC: 06/20/04 R: 03  
Claimant: Appellant (1R)**

**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, 4<sup>th</sup> 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 is 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:

Mary Lou McFarland filed an appeal from a representative's decision dated July 8, 2004, reference 01, which denied benefits based on her separation from Southern Iowa Gaming Company. After due notice was issued, a hearing was held by telephone on August 13, 2004. Ms. McFarland participated personally and Exhibits A and B were admitted on her behalf. The employer participated by Gail Wilson, Cage Manager; Kerry Bradley, Guest Services Supervisor; and Bobbie Mikesell, Recruiter/Benefits and Medical Coordinator. Exhibits One and Two were admitted on the employer's behalf.

#### FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: Ms. McFarland began working for Southern Iowa Gaming Company, doing business as Lakeside Casino & Resort, on June 6, 2003. She was working full time in the cage when she sustained a work-related injury to her back on January 31, 2004. She was released for light duty but the employer does not provide light-duty work. Therefore, Ms. McFarland was placed on a leave of absence until she was released to work without restrictions.

On June 1, Ms. McFarland was released to return to work. Her former job in the cage was no longer available. Also, the employer did not want to return her to the cage for fear of a re-injury. The job in the cage required the lifting of bags of coins and tokens on a routine basis. She was placed in the "player's club," a customer service position, on June 10. Ms. McFarland worked on June 10 but did not, thereafter, return. She was absent without calling in on June 11, 12, 13, 14, and 15. She confirmed that she would not be returning to the employment when the employer contacted her on June 17. Prior to quitting, she did not notify the employer that there were work-related problems which had to be resolved in order for her to continue in the employment. Continued work would have been available if she had not quit.

Ms. McFarland decided not to return to work because of the contents of a meeting she had with management on June 9. She felt the employer was prohibiting her from discussing with others her health issues, her work in the cage, or her reason for transferring to the "players club." She was also told that if there were any problems, she would be brought to the office to meet with members of management. The employer has an "open-door" policy which allows employees to address concerns or problems with management. The process is described in the employee handbook. Ms. McFarland did not avail herself of this policy.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. McFarland was separated from employment for any disqualifying reason. An individual who leaves employment voluntarily is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code Section 96.5(1). Ms. McFarland had the burden of proving that her quit was for good cause attributable to the employer. Iowa Code Section 96.6(2). Ms. McFarland quit because of the meeting of June 9. Although she felt the employer was inappropriately limiting what she could discuss with others, she did not advise the employer that she intended to quit because of the limitations. She never gave the employer an opportunity to address and possibly resolve any of the problems which caused her to quit. None of the conduct she complained of was so outrageous as to warrant quitting without first giving the employer an opportunity to try to salvage the employment relationship.

Because Ms. McFarland did not allow the employer a reasonable opportunity to try to correct the problems which were causing her to quit, her separation was not for good cause attributable to the employer. See Cobb v. Employment Appeal Board, 506 N.W.2d 445 (Iowa 1993). For the reasons stated herein, benefits are denied.

Ms. McFarland is currently only able to work four hours each day. All of her base period wage credits were earned in full-time employment. This matter shall be remanded to Claims for an investigation and determination regarding her availability for work.

DECISION:

The representative's decision dated July 8, 2004, reference 01, is hereby affirmed. Ms. McFarland voluntarily quit her employment for no good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility. This matter is remanded to Claims for a determination regarding Ms. McFarland's availability for work.

cfc/tjc