

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

KAREN R KLOSTERMEYER
Claimant

JAKES TOWING & TRANSPORT LLC
Employer

APPEAL NO. 21A-UI-10189-B2-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 02/28/21
Claimant: Appellant (1)**

Iowa Code § 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated April 1, 2021, reference 01, which held claimant ineligible for unemployment insurance benefits. After due notice, a hearing was scheduled for and held on June 29, 2021. Claimant participated. Employer failed to respond to the hearing notice and did not participate.

ISSUE:

The issue in this matter is whether claimant quit for good cause attributable to employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: Claimant last worked for employer on June 24, 2020. Claimant voluntarily quit on that date as she was frustrated with the way she was being utilized. Additionally, the claimant was upset as employer issued a generalized frustration email to herself and others after claimant failed to dispatch a truck to a car on the side of the road after she'd taken a call from the car looking for help.

Claimant worked as an office/administrative assistant for employer. In early June 2020 claimant took a call from a customer as she was coming in to work. She forgot to register the call when she arrived at the office. Employer found out about the stranded customer, and sent an email to claimant and the other dispatcher, as well as to the office manager stating that she needed people to be more professional and take more pride in their work. The owner did not single out claimant.

Claimant additionally stated that she'd previously been ask to send out a letter to employees that were being terminated. The letter was from the management team, but sent out by claimant. Claimant stated she went to employer expressing her discomfort with the discharge letters coming from her email, even if the letters weren't actually from her. Claimant asked to be put into management and paid a higher amount if she was asked to do this type of duty. Employer did not give claimant a salary increase nor did employer change claimant's position.

There was ongoing work available for claimant had she not chosen to quit.

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:

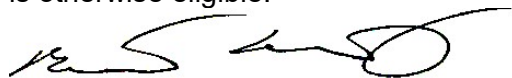
1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

The administrative law judge holds that the evidence has failed to establish that claimant voluntarily quit for good cause attributable to employer when claimant terminated the employment relationship because she was uncomfortable with tasks she was asked to do. Additionally claimant was upset with employer questioning her professionalism.

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.* In this matter, being asked to distribute a letter created by employer to employees who were being terminated was not outside a reasonable scope of duties for an administrative assistant. The management group signed the letter – not claimant. Additionally, it is reasonable for an employer to question professionalism when an error occurs. Claimant was not singled out through the email.

DECISION:

The decision of the representative dated April 1, 2021, reference 01, is affirmed. Unemployment insurance benefits shall be withheld until claimant has worked in and been paid wages for insured work equal to ten times claimant's weekly benefit amount, provided claimant is otherwise eligible.



Blair A. Bennett
Administrative Law Judge

July 12, 2021
Decision Dated and Mailed

bab/kmj