

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

LANCE W TRUDELL
618 E SEERLEY
CEDAR FALLS IA 50613

CRAFT COCHRAN SCREEN PRINTING INC
1111 ANSBOROUGH AVE
WATERLOO IA 50701-2240

Appeal Number: 06A-UI-02120-DWT
OC: 01/22/06 R: 03
Claimant: Appellant (1)

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 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:

Lance W. Trudell (claimant) appealed a representative's February 17, 2006 decision (reference 01) that concluded he was not qualified to receive unemployment insurance benefits, and the account of Craft Cochran Screen Printing, Inc. (employer) would not be charged because the claimant voluntarily quit his employment for reasons that do not qualify him to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on March 23, 2006. The claimant participated in the hearing. Krista Link, the claimant's wife, testified on the claimant's behalf. Darin Tournier, Linda Mills, Steve Mills, Keith Sandvold and Sue Wooldrik appeared on the employer's behalf. 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.

ISSUE:

Did the claimant voluntarily quit his employment for reasons that qualify him to receive unemployment insurance benefits?

FINDINGS OF FACT:

As a temporary employee through Kelly Services, the claimant started working at the employer's business in April 2005. The employer hired the claimant as a full-time employee on August 4, 2005. New employees are eligible for health insurance benefits after they have worked 90 days for the employer. The claimant was not eligible for coverage through the employer's health insurance plan until December 2005. In December, Linda Mills, the business manager, experienced some family medical emergencies and did not have an opportunity to get the claimant to sign the necessary paperwork for him to become enrolled in the employer's health insurance plan. In January, Mills talked to the claimant about getting this paperwork completed. If the claimant had needed health insurance coverage before completing the paperwork, Mills believed the claimant's insurance coverage could have been made retroactive.

When the claimant first became an employee, he lived about two blocks from work. The claimant asked if he could go to his home for lunch. The employer permitted him to do this. The claimant moved in November to Waterloo. As a result of moving, he did not go home for lunch. The employer, however, incorrectly assumed the claimant continued to go home during his lunch hour.

During his employment, the employer asked the claimant to work either at the Cochran location or at the Standard location, depending on the workload. Around October, the employer had the claimant work both locations and sometimes had the claimant drop off materials to customers on his way to either facility. It took about 15 minutes to travel one-way to the other location. The claimant had to check in and out when he arrived or left either facility. The claimant's timecard did not reflect time he traveled to either facility.

In November, the claimant talked to Mills about not getting paid for time the employer required him to travel between the two locations. Mills reviewed the situation. The employer did not make any retroactive payment to the claimant. Mills then, however, paid the claimant as if he had not punched out at either location. Mills still believed the claimant went home for lunch and may have excluded time for lunch even though the claimant did not take a lunch break. In late December when Mills noticed the claimant's time did not add up to 80 hours in a two-week time frame, she told the claimant that if he took 90 minutes for lunch, he would never get 80 hours of work. Mills incorrectly concluded the claimant took a 90-minute lunch break because he went home. The claimant did not work 90 minutes on a particular day, but he helped his sister that day. The claimant did not usually take any lunch break after he moved to Waterloo. The day Mills mentioned the 90-minute lunch break, the claimant did not try to correct problems with his pay because Mills was not at work much in December and when she was at work, she was too busy to talk to or listen to the claimant, or try to resolve the claimant's payroll problems.

The claimant worked as scheduled on January 6. On January 9, the claimant notified the employer he was ill and unable to work. On January 10, the employer called the claimant because he was not at work. The claimant again indicated he was ill and unable to work as scheduled. On January 11, 2006, Sandvold, an owner, called the claimant to see if he was still ill and unable to work. The claimant then told Sandvold he was not returning to work because

he had another job lined up that paid more money and gave him health insurance benefits. The claimant also told Sandvold that the employer did not pay him for all the time he worked.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if he voluntarily quits employment without good cause attributable to the employer. Iowa Code § 96.5-1. The claimant voluntarily quit his employment on January 11, 2006. When a claimant quits, he has the burden to establish he quit with good cause attributable to the employer. Iowa Code § 96.6-2.

The law presumes a claimant voluntarily quits employment with good cause when he quits because of a substantial change in the employment relationship. 871 IAC 24.26(1).

If an employer does not pay an employee for all hours worked, this would constitute a substantial change in the employment relationship. The claimant acknowledged that after he talked to Mills in November about not getting paid for all the hours he worked because he was not on the clock when he traveled between job locations, the situation with his wages improved for a short time. Mills then used a reasonable method to determine the time the claimant worked. The evidence, however, indicates Mills assumed the claimant continued to stop at his home for long lunch breaks after he had talked to her in November.

The claimant's testimony was at times vague and inaccurate. For instance, the claimant testified the employer hired him in April when in fact the employer hired the claimant in August. The claimant also inaccurately concluded he paid health insurance premiums when the information he looked at was the amount of money deducted for social security and other federally required deductions. Given the fact the claimant's facts were not very accurate at times and he did not have any records to substantiate his claim that the employer shorted him at least 2.5 hours a pay every week, the evidence does not establish that the employer did not properly pay the claimant for all the hours he worked. The problems and frustrations the claimant experienced became more pronounced when Mills was not at the office very much in December because of personal issues she was handling.

The claimant established compelling personal reasons for quitting. Without any substantiating evidence, the claimant's assertion that the employer did not properly pay him is not supported. As a result, the claimant quit his employment for reasons that do not qualify him to receive unemployment insurance benefits.

If the claimant believes the employer has not paid him for all hours worked, the claimant should make arrangements to go through his records with Mills and Sandvold or contact his local Workforce office to pursue a wage and hour claim.

DECISION:

The representative's February 17, 2006 decision (reference 01) is affirmed. The claimant voluntarily quit his employment for compelling personal reasons that do not qualify him to receive unemployment insurance benefits. The claimant is disqualified from receiving unemployment insurance benefits as of January 22, 2006. This disqualification continues until he has been paid ten times his weekly benefit amount for insured work, provided he is otherwise eligible. The employer's account will not be charged.

dlw/kkf