

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

RALPH E GARBERSON

Claimant

APPEAL NO. 07A-UI-08066-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

AUTO GLASS CENTER INC

Employer

**OC: 07/15/07 R: 01
Claimant: Appellant (1)**

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Ralph Garberson filed an appeal from a representative's decision dated August 9, 2007, reference 01, which denied benefits based on his separation from Auto Glass Center, Inc. After due notice was issued, a hearing was held by telephone on September 6, 2007. Mr. Garberson participated personally. The employer participated by Connie Pegump, Human Resources Manager.

ISSUE:

At issue in this matter is whether Mr. Garberson was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Garberson was employed by Auto Glass Center, Inc. from August 26, 2005 until July 17, 2007, as a full-time glass installer. He had worked for the prior owner, Harmon Glass, since 1983. He quit the employment because of a personality conflict with his supervisor, Larry VanWesten. Mr. VanWesten had been his supervisor since he started with Harmon Glass in 1983.

Mr. Garberson's decision to quit was prompted by an incident on July 17. His wife called him on his cell phone regarding the glass needs of one of her coworkers. When Mr. Garberson hung up from the call, Mr. VanWesten told him he knew he was not to have personal calls during work hours. Rather than telling him was a work-related call, Mr. Garberson told him he would just turn the "damn thing" in. Mr. VanWesten told him he did not "give a fuck" if he turned it in or not. Mr. Garberson completed his shift for that day and later turned his keys in to Mr. VanWesten. He did not tell Mr. VanWesten why he was quitting.

Mr. Garberson felt there was a lack of communication between him and Mr. VanWesten. When he would ask Mr. VanWesten how to perform a new task, he was usually told he was doing it, implying that Mr. Garberson should figure things out on his own. Mr. Garberson also felt the work was at times unsafe because he had to perform work at heights without assistance on some occasions. The job had been performed in the same manner since he began in 1983. Mr. Garberson had spoken with his regional manager concerning the communication issues between him and Mr. VanWesten. The region manager did not indicate there was anything he could do about the

matter. The employee handbook, which Mr. Garberson received on August 26, 2005, lists the name and telephone number of the human resources manager in Cedar Rapids that employees can contact regarding problems. Mr. Garberson never availed himself of the opportunity to address his concerns with human resources. He never advised the employer that he intended to quit over any work-related matters. Continued work would have been available if Mr. Garberson had not quit.

REASONING AND CONCLUSIONS OF LAW:

An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Mr. Garberson's decision to quit was triggered by Mr. VanWesten reprimanding him for taking what he believed was a personal call on his cell phone. It was not unreasonable for the employer to prohibit personal phone calls during work time. Since Mr. Garberson was talking on his cell phone, it was not totally unreasonable for Mr. VanWesten to assume the call was personal. Mr. VanWesten had no way of knowing the call was work-related and Mr. Garberson did not so advise him. Mr. VanWesten's actions of July 17 did not present Mr. Garberson with good cause attributable to the employer for quitting.

Mr. Garberson also raised what he felt was a safety issue in that he had to work at heights but did not always have assistance. However, he had worked under the same conditions since 1983. What he felt was a communication problem between him and Mr. VanWesten had existed since 1983. Mr. Garberson acquiesced to the working conditions by remaining in the employment for 24 years. There were no changes in the working conditions that would suddenly render them intolerable after 24 years. Moreover, Mr. Garberson had recourse to the human resources department in Cedar Rapids if he felt the working conditions were detrimental or intolerable. He did not avail himself of that opportunity. He did not give the employer a full and fair opportunity to try to salvage the employment relationship.

After considering all of the evidence, the administrative law judge concludes that Mr. Garberson did not have good cause attributable to the employer for quitting. Accordingly, benefits are denied.

DECISION:

The representative's decision dated August 9, 2007, reference 01, is hereby affirmed. Mr. Garberson quit his employment with Auto Glass Center, Inc. for no good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw