

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

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Appeal Number: 04A-UI-04433-H2
OC: 03-21-04 R: 04
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 Leaving

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the April 14, 2004, reference 01, decision that denied benefits. After due notice was issued, a hearing was held in Burlington, Iowa, on July 26, 2004. The claimant did participate. The employer did participate through Tammy Shull, Human Resources Manager, and was represented by William Cahill, Attorney at Law. Employer's Exhibit One was received.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a senior mechanic full time beginning July 5, 1990 through March 31, 2004 when he voluntarily quit rather than sign an employee warning notice. The claimant refused to sign a warning notice that was given to him even though he acknowledges that the notice did not require he agree that he committed any misconduct. The claimant was required to sign a statement that indicated, "this final warning has been reviewed with me and I agree to the stated expectations." At hearing the claimant agreed that the stated expectations in the document were not anything that was not expected of him prior to the March 31, 2004 notice. The claimant was told that if he did not sign the notice, he would be discharged. The claimant voluntarily quit rather than sign the warning notice. Had the claimant signed the warning notice, continued work was available for him.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left his employment without good cause attributable to the employer.

Iowa Code Section 96.5-1 provides:

An individual shall be disqualified for benefits:

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 failure to acknowledge the receipt of a written reprimand by signing it constitutes job misconduct as a matter of law." Green v IDJS, 299 N.W.2d 651 (Iowa 1980).

The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code Section 96.6-2 (amended 1998).

The claimant admits at hearing that the employer was not trying to change any job duties that had previously been assigned to him by requiring he sign the employee warning notice, nor was the employer asking the claimant to admit or acknowledge any misconduct. The claimant was merely being asked to sign to acknowledge the warning and that he knew what three specific job duties were required of him. The employer's expectations were reasonable under the circumstances and the claimant's refusal to sign was not reasonable under the circumstances. His choice to quit rather than sign the warning notice makes his leaving without good cause attributable to the employer. Benefits are denied.

DECISION:

The April 14, 2004, reference 01, decision is affirmed. The claimant voluntarily left his employment without 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 benefit amount, provided he is otherwise eligible.

tkh/tjc