

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**WESLEY J BLAINE**  
Claimant

**APPEAL NO: 14A-UI-02316-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ALIG PLUMBING INC**  
Employer

**OC: 02/02/14**  
**Claimant: Respondent (2/R)**

Iowa Code § 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

The employer appealed a representative's February 19, 2014 determination (reference 01) that held the claimant qualified to receive benefits and the employer's account subject to charge because the claimant voluntarily quit for reasons that qualify him to receive benefits. The claimant participated at the March 24 hearing. Robert Alig, the owner, appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge concludes that as of February 2, 2014, the claimant is not qualified to receive benefits.

**ISSUES:**

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

Has the claimant been overpaid any benefits?

Is the claimant or is the employer responsible for paying back any overpayment of benefits?

**FINDINGS OF FACT:**

The employer hired the claimant to work as a full-time plumber's assistant in early April 2013. When the claimant accepted employment, he understood the employer would look into providing him health insurance. The employer looked into health insurance for the claimant, but concluded it would be too expensive. The employer also considered the claimant's attendance when he decided against providing the claimant health insurance. The employer concluded the claimant was excessively absent from work. The employer did not say anything to the claimant about his absences and did not tell him that the employer was not going to provide him health insurance.

Shortly after the claimant began working, his son had issues that required the claimant to miss some work. The claimant did not realize the employer considered him to be excessively absent. The claimant also looked into private health insurance. He concluded it was too expensive for him to buy himself.

On December 20, the claimant gave the employer his two-week notice if the employer did not provide him health insurance benefits. The employer indicated he would think about health insurance coverage for the claimant.

The claimant previously took the week of December 23 off. On December 30, the employer contacted the claimant and told him that the employer would not provide health insurance and the claimant was no longer needed at work.

The claimant established a claim for benefits during the week of February 2, 2014. The claimant participated at the fact-finding interview. The employer did not participate because the employer's phone number had not been recorded correctly. The claimant filed claims for the weeks ending February 8 through March 22, 2014. He received his maximum weekly benefit amount of \$337.00 for each of these weeks.

#### **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, or an employer discharges him the claimant for reasons constituting work-connected misconduct. Iowa Code §§ 96.5(1), (2)a. Since the claimant did not establish a claim for benefits until February 2, the fact the employer did not allow him to work until the effective date of his resignation, January 3, 2014, is not relevant. When a claimant quits, he has the burden to establish he quit for reasons that qualify him to receive benefits. Iowa Code § 96.6(2).

The claimant quit for personal reasons. Unfortunately, while the claimant understood the employer would provide him health insurance benefits, the employer only indicated he would look into providing the claimant health insurance. The claimant and employer had communication issues not only with health insurance coverage but also concerning the claimant's absences. The employer considered the claimant's absenteeism excessive and the claimant did not. Even though they had communication issues, the claimant did not establish that the employer substantially changed his employment contract. The claimant did not establish that he quit for reasons that qualify him to receive benefits. As of February 2, 2014, the claimant is not qualified to receive benefits.

The unemployment insurance law requires benefits be recovered from a claimant who receives benefits and is later denied benefits even if the claimant acted in good faith and was not at fault. However, a claimant will not have to repay an overpayment when an initial decision to award benefits on an employment separation issue is reversed on appeal if two conditions are met: (1) the claimant did not receive the benefits due to fraud or willful misrepresentation, and (2) the employer failed to participate in the initial proceeding that awarded benefits. In addition, if a claimant is not required to repay an overpayment because the employer failed to participate in the initial proceeding, the employer's account will be charged for the overpaid benefits. Iowa Code § 96.3(7)a,b.

Based on this decision, the claimant has been overpaid \$2,359.00 in benefits he received for the weeks ending February 8 through March 22, 2014. Since the Benefits Bureau has not yet made a decision on whether the employer satisfied the participation requirements of Iowa Code § 96.3(7), this matter will be remanded to the Benefits Bureau to make this determination. The Benefits Bureau is directed to send a copy of this determination to both parties.

**DECISION:**

The representative's February 19, 2014 determination (reference 01) is reversed. The claimant voluntarily quit his employment for reasons that do not qualify him to receive benefits. As of February 2, 2014, the claimant is disqualified from receiving unemployment insurance benefits. This disqualification continues until he has been paid ten times his weekly benefit amount for insured work, provided he is otherwise eligible.

The claimant has been overpaid \$2,359.00 in benefits he received for the weeks ending February 8 through March 22, 2014. The issues of whether the employer satisfied the participation requirements and whether the employer will be charged for the overpayment or the claimant is responsible for paying back the overpayment of benefits are **Remanded** to the Benefits Bureau to determine and issue a written determination that will be sent to both parties.

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Debra L. Wise  
Administrative Law Judge

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Decision Dated and Mailed

dlw/css