

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**RANDY L SPEAKE**

Claimant

**APPEAL NO: 15A-UI-08479-LDT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**DOLGENCORP LLC / DOLLAR GENERAL**

Employer

**OC: 07/05/15**

**Claimant: Respondent (2)**

Section 96.5-1 – Voluntary Leaving  
Section 96.3-7 – Recovery of Overpayment of Benefits  
871 IAC 24.10 – Employer Participation

**STATEMENT OF THE CASE:**

Dolgencorp, L.L.C. / Dollar General (employer) appealed a representative's July 20, 2015 decision (reference 01) that concluded Randy L. Speake (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on August 18, 2015. The claimant participated in the hearing. Sarah Damm appeared on the employer's behalf. Based on the evidence, the arguments of the employer, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUES:**

Did the claimant voluntarily quit for a good cause attributable to the employer? Was the claimant overpaid unemployment insurance benefits, and if so, is that overpayment subject to recovery based upon whether the employer participated in the fact-finding interview?

**OUTCOME:**

Reversed. Benefits denied. Benefits subject to recovery.

**FINDINGS OF FACT:**

The claimant started working for the employer on May 1, 2012. He worked full time as store manager of the employer's Marion, Iowa location. His last day of work was July 3, 2015. He voluntarily quit as of that date.

The claimant felt that he was not getting enough assistance in his store which was short-staffed. However, he had the authority to hire employees. He also had not requested the district manager, Damm, to provide any specific assistance either with finding persons to hire or to provide temporary assistance from other stores. He had been counseled for failing a monthly loss prevention audit on June 23, and he was concerned that without further assistance in the

store he would fail another audit in July and be fired. However, he had not been told that he was in fact going to be discharged.

The claimant established a claim for unemployment insurance benefits effective July 5, 2015. A fact-finding interview was held with a Claims representative on July 17, 2015. The employer, through Damm, participated directly in the fact-finding interview. The claimant has received unemployment insurance benefits after the separation in the amount of \$2,375.00.

### **REASONING AND CONCLUSIONS OF LAW:**

If the claimant voluntarily quit his employment, he is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer. Iowa Code § 96.5-1. Rule 871 IAC 24.25 provides that, in general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer from whom the employee has separated. A voluntary leaving of employment requires an intention to terminate the employment relationship and an action to carry out that intent. *Bartelt v. Employment Appeal Board*, 494 N.W.2d 684 (Iowa 1993); *Wills v. Employment Appeal Board*, 447 N.W.2d 137, 138 (Iowa 1989). The claimant did express or exhibit the intent to cease working for the employer and did act to carry it out. The claimant would be disqualified for unemployment insurance benefits unless he voluntarily quit for good cause.

The claimant has the burden of proving that the voluntary quit was for a good cause that would not disqualify him. Iowa Code § 96.6-2. Leaving because of unlawful, intolerable, or detrimental working conditions would be good cause. Rule 871 IAC 24.26(3), (4). Leaving because of a dissatisfaction with the work environment or a personality conflict with a supervisor is not good cause. Rule 871 IAC 24.25(21), (22). Quitting because a reprimand has been given is not good cause. Rule 871 IAC 24.25(28). The claimant has not provided sufficient evidence to conclude that a reasonable person would find the employer's work environment detrimental or intolerable. *O'Brien v. Employment Appeal Board*, 494 N.W.2d 660 (Iowa 1993); *Uniweld Products v. Industrial Relations Commission*, 277 So.2d 827 (FL App. 1973). The claimant has not satisfied his burden. Benefits are denied.

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.

The claimant received benefits but has been denied benefits as a result of this decision. The claimant, therefore, was overpaid benefits. Because the employer participated in the fact-finding interview, the claimant is required to repay the overpayment and the employer will not be charged for benefits paid.

**DECISION:**

The representative's July 20, 2015 decision (reference 01) is reversed. The claimant voluntarily left her employment without good cause attributable to the employer. As of July 5, 2015, benefits are withheld until such time as the claimant has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer's account is not subject to charge. The claimant is overpaid \$2,375.00, which is subject to recovery.

---

Lynette A. F. Donner  
Administrative Law Judge

---

Decision Dated and Mailed

ld/pjs