

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ANTHONY J SELIQUINI
Claimant

APPEAL NO. 10A-UI-10062-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

RONALD P MEYER
RPM ENTERPRISES
Employer

OC: 06/13/10
Claimant: Respondent (1)

Section 96.5(1) – Quit

STATEMENT OF THE CASE:

The employer, RPM Enterprises, filed an appeal from a decision dated July 7, 2010, reference 01. The decision allowed benefits to the claimant, Anthony Seliquini. After due notice was issued a hearing was held by telephone conference call on September 1, 2010. The claimant participated on his own behalf. The employer participated by Owner Ron Meyer and Secretary Shawnda Meyer.

ISSUE:

The issue is whether the claimant quit work with good cause attributable to the employer.

FINDINGS OF FACT:

Anthony Seliquini was employed by RPM Enterprises from May 2008 until June 18, 2010 as a full-time mechanic. Paydays are on Friday but the claimant did not pick up the June 11, 2010, check until Monday June 14, 2010. On that date he was unable to cash his check because the employer did not have sufficient funds in its account. The claimant did not notify the employer of this problem but sent a text message which the employer did not receive. The message stated Mr. Seliquini would not be returning because of the difficulty in getting his pay.

This had happened at least six times in the past seven months. The employer would take three to seven days to make the checks good and sometimes the claimant would be paid in cash.

REASONING AND CONCLUSIONS OF LAW:

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 claimant quit because of a final incident where his paycheck could not be cashed due to insufficient funds in the employer's account. The employer made much of the fact there would have been funds if the claimant had cashed the check on Friday, June 11, 2010, but this does not mitigate the fact the check could not be cashed when it was presented for payment. In the absence of agreement to the contrary, an employer's failure to pay wages when due constitutes good cause for leaving the employment. *Deshler Broom Factory v. Kinney*, 140 Nebraska 889, 2 N.W.2d 332 (1942). The record establishes the claimant had good cause attributable to the employer for quitting.

DECISION:

The representative's decision of July 7, 2010, reference 01, is affirmed. Anthony Seliquini is qualified for benefits, provided he is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/pjs