

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DAVID REDMOND
Claimant

APPEAL NO: 10A-UI-15999-BT

**ADMINISTRATIVE LAW JUDGE
DECISION**

BRAD DEERY MOTORS
Employer

OC: 10/17/10
Claimant: Appellant (1)

Iowa Code § 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

David Redmond (claimant) appealed an unemployment insurance decision dated November 12, 2010, reference 01, which held that he was not eligible for unemployment insurance benefits because he voluntarily quit his employment with Brad Deery Motors (employer) without good cause attributable to the employer. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on January 11, 2011. The claimant participated in the hearing. The employer participated through Matt Meyer, Sales Manager. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

The issue is whether the claimant's voluntary separation from employment qualifies him to receive unemployment insurance benefits.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was employed as a full-time sales person from September 8, 2007 through October 19, 2010. He voluntarily quit because he could no longer afford the gas to drive to work. The claimant testified he was "forced" to purchase an auto at the employer's dealership instead of purchasing a vehicle from a private party. He purchased a used car in August 2010 and he further claimed that the employer "forced" him to purchase an extended warranty when he did not want one. The claimant signed paperwork to have the cost of the warranty taken out of his paycheck so \$100.00 was taken out of his weekly paycheck.

The claimant was on total commission and from January 2010 through August 2010, he had already earned approximately \$50,000.00. He claimed that his last several paychecks were \$100.00 or less and that if he did not have to pay for the warranty he did not want, he could have afforded the gas to go to work. The employer even offered to provide gas for the claimant on one occasion.

Since the claimant started employment with the employer, he had three different addresses and his most recent address was quite a distance from the employer. The employer had never before heard the claimant's allegations that he had to quit because he was forced to purchase an automobile from the employer and forced to purchase the extended warranty. The claimant never mentioned this to the employer and it was not mentioned to the fact-finder in the fact-finding interview.

REASONING AND CONCLUSIONS OF LAW:

The issue is whether the claimant's voluntary separation from employment qualifies him to receive unemployment insurance benefits.

Iowa Code § 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.

871 IAC 24.25(30) provides:

Voluntary quit without good cause. 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. The employer has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code § 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code § 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

(30) The claimant left due to the commuting distance to the job; however, the claimant was aware of the distance when hired.

The claimant quit on October 19, 2010 because he could no longer afford the gas to drive to work. He blamed this on the employer because he said the employer forced him to purchase an extended warranty which he did not want. The claimant admitted he had earned approximately \$50,000.00 during the first part of the year, if he was unable to pay for gas that cannot be blamed on the employer.

It is the claimant's burden to prove that the voluntary quit was for a good cause that would not disqualify him. Iowa Code § 96.6-2. He has not satisfied that burden and benefits are denied.

DECISION:

The unemployment insurance decision dated November 12, 2010, reference 01, is affirmed. The claimant voluntarily left work without good cause attributable to the employer. Benefits are withheld until he has worked in and has been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Susan D. Ackerman
Administrative Law Judge

Decision Dated and Mailed

sda/pjs