

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CHRISTOPHER J HARMS
Claimant

APPEAL NO. 07A-UI-03626-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

WAL-MART STORES INC
Employer

**OC: 03/11/07 R: 02
Claimant: Respondent (2)**

Section 96.5(1) – Voluntary Quit
Section 96.3(7) – Recovery of Overpayments

STATEMENT OF THE CASE:

Wal-Mart Stores, Inc. filed an appeal from a representative's decision dated March 29, 2007, reference 01, which held that no disqualification would be imposed regarding Christopher Harms' separation from employment. After due notice was issued, a hearing was held by telephone on April 24, 2007. Mr. Harms participated personally. The employer participated by Casey West, Assistant Manager.

ISSUE:

At issue in this matter is whether Mr. Harms was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Harms was employed by Wal-Mart from April 2, 2005 until February 22, 2007. He was last employed full time as a donut maker. He quit the employment and notified the employer it was due to stress. He did not receive medical attention for stress and was not advised by a doctor to leave the employment.

Part of Mr. Harms' stress was due to the fact that he wanted to transfer to a different position. In order to transfer within the store, he had to enter information into the computer as to what positions he wanted to transfer to. The managers would retrieve the information as vacancies became available. If managers were interested in Mr. Harms as a candidate, he would be interviewed. If an individual has disciplinary actions on file, he must wait one year from the last coaching before he can transfer upward. However, he can still transfer to lateral positions or lower positions. At the time of separation, Mr. Harms was eligible to transfer to lateral or lower positions but could not upgrade until approximately March 15, 2007.

One of the positions Mr. Harms wanted to transfer to was that of cake decorator. He was told in November that the employer would try to give him two weeks or two days each week to work with the cake decorator to learn the craft. The employer did not have sufficient staffing to allow

him to leave his job as donut maker to train as a cake decorator. He did work with the cake decorator as time permitted.

Mr. Harms experienced stress as a result of periodic schedule changes. He spoke to his lead person, but she was not in a position to make the changes he wanted. He never notified the employer he was considering quitting because of the schedule changes. He also experienced stress because he did not feel his coworkers were doing their share of the work. He spoke to management about the matter and the assistant manager addressed the issue with his associates. When he did not have help with unloading freight, he was told to do the best he could. Mr. Harms was never disciplined for not getting his work done. He was only disciplined because of his attendance. Continued work would have been available if he had not quit.

Mr. Harms filed a claim for job insurance benefits effective March 11, 2006. He has received a total of \$1,194.00 in benefits since filing his claim.

REASONING AND CONCLUSIONS OF LAW:

An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Mr. Harms left his employment with Wal-Mart due to stress but was not advised by a doctor to quit. He was under stress because he could not obtain a transfer, because of schedule changes, and because his coworkers were not always available to assist him in unloading freight.

The employer was under no obligation to transfer Mr. Harms as he requested. He had accepted his last position as donut maker when it was offered to him. It was within the employer's prerogative to fill existing vacancies with who they felt was the most qualified candidate. The fact that Mr. Harms was not chosen to fill vacancies that he wanted to transfer into did not present good cause attributable to the employer for quitting. It is true that Mr. Harms was not given the amount of time he felt he needed to learn cake decorating. However, he had not been promised he would be allowed time to learn the craft. He was only told the employer would try to give him time to work with the cake decorator. His work as a donut maker and lack of other staff did not always allow for time to work with the cake decorator. It was not unreasonable for the employer to require that Mr. Harms complete his work as a donut maker before working with the cake decorator. He was allowed to work with the cake decorator as time permitted. The fact that he did not have as much time as he wanted with the cake decorator did not constitute good cause attributable to the employer for quitting.

Mr. Harms was also experiencing stress due to schedule changes. He spoke with his lead worker, who indicated she could not do anything about the schedule. However, he did not make an issue of it with management or put the employer on notice that he intended to quit over the schedule changes. Moreover, he failed to establish that the schedule changes were so burdensome as to constitute good cause for quitting. Mr. Harms also felt stress due to the fact that he did not always have help unloading freight. The matter was addressed by management with his coworkers and Mr. Harms was told to do the best he could with limited help. Management was not aware that he intended to quit because he did not always have help with freight.

After considering all of the evidence and the contentions of the parties, the administrative law judge concludes that Mr. Harms did not have good cause attributable to the employer for quitting. He never put the employer on notice that there were work-related problems that needed to be resolved in order for him to continue the employment. While he may have been

experiencing stress, he was not advised by a doctor to leave the employment. Inasmuch as he did not have good cause attributable to the employer for quitting, benefits are denied. Mr. Harms has received benefits since filing his claim. Based on the decision herein, the benefits received now constitute an overpayment and must be repaid. Iowa Code section 96.3(7).

DECISION:

The representative's decision dated March 29, 2007, reference 01, is hereby reversed. Mr. Harms voluntarily quit his employment with Wal-Mart for no 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 job insurance benefit amount, provided he satisfies all other conditions of eligibility. Mr. Harms has been overpaid \$1,194.00 in job insurance benefits.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw