

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

SHAWN M LYTLE

Claimant

APPEAL NO: 12A-UI-13276-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

PER MAR SECURITY & RESEARCH CORP

Employer

OC: 09/30/12

Claimant: Appellant (1)

Iowa Code § 96.5(1) – Voluntary Quit

PROCEDURAL STATEMENT OF THE CASE:

The claimant appealed a representative's October 29, 2012 determination (reference 01) that disqualified him from receiving benefits and held the employer's account exempt from charge because he voluntarily quit his employment for reasons that do not qualify him to receive benefits. The claimant participated in the hearing. Chris Wolfe, the operations manager, and Barb McQuire appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge finds the claimant is not qualified to receive benefits.

ISSUE:

Did the claimant voluntarily quit his employment for reasons that qualify him to receive benefits, or did the employer discharge him for reasons that do not constitute work-connected misconduct?

FINDINGS OF FACT:

The claimant started working for the employer in May 2010. He worked as a full-time security guard. The claimant most recently worked at Proctor and Gamble.

The claimant was hospitalized the week of July 9. After the claimant provided the employer with a return to work statement from his physician, the employer scheduled the claimant to work. The claimant's last actual day of work was July 16. On July 17, the claimant did not call or report to work as scheduled. Since the July 17 incident was his fourth write-up in a year, the employer had to remove the claimant from the Proctor and Gamble assignment. On July 18, the employer told the claimant he was removed from the Proctor and Gamble assignment, but the employer would assign him to another position.

On July 23, the employer gave the claimant a counseling statement for the July 17 no-call, no-show incident. The employer again told the claimant that the employer would assign him to another full time position so he could continue his employment. After the claimant indicated that he did not know what he wanted to do, the employer told him that if he did not contact the employer by 5:00 p.m. the next day, the employer would consider him to have voluntarily quit

his employment. When the claimant did not contact the employer after July 23, the employer did not consider him an employee after July 24, 2012.

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 for reasons constituting work-connected misconduct. Iowa Code §§ 96.5(1), (2)a. Even though the employer removed the claimant from the Proctor and Gamble assignment, the employer planned to assign the claimant to another full time position. The employer did not discharge the claimant. Instead, the claimant chose to end his employment as of July 24. When a claimant quits, he had the burden to establish he quits for reasons that qualify him to receive benefits. Iowa Code § 96.6(2).

Even if the claimant had some health issues he was coping with on July 23 and 24, his failure to contact the employer after July 23 establishes that he chose to end his employment after the employer told him he could continue working, just not at Proctor and Gamble. The claimant may have compelling personal reasons for ending his employment, but the evidence does not establish that he quit for reasons that qualify him to receive benefits. As of July 24, 2012, the claimant is not qualified to receive benefits.

DECISION:

The representative's October 29, 2012 determination (reference 01) is affirmed. The claimant voluntarily quit his employment for reasons that do not qualify him to receive benefits. The claimant is disqualified from receiving unemployment insurance benefits as of July 24, 2012. This disqualification continues until he has been paid ten times his weekly benefit amount for insured work, provided he is otherwise eligible. The employer's account will not be charged.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/tll