

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MISTY MARTENS**

Claimant

**APPEAL NO. 07A-UI-09167-H2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**BIOLIFE PLASMA LLC**

Employer

**OC: 08-26-07 R: 03  
Claimant: Respondent (2)**

Section 96.5-1 – Voluntary Leaving  
Section 96.3-7 – Recovery of Benefit Overpayment

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the September 19, 2007, reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on October 15, 2007. The claimant did participate and was represented by Ken Martens, Attorney at Law. The employer did participate through Deanna Engrav, Assistant Manager, Lori Oellrich, Assistant Manager, (representative) Ronda Harnish, Center Manager. Claimant's Exhibit A was received.

**ISSUES:**

Did the claimant voluntarily quit her employment with good cause attributable to the employer?

Has the claimant been overpaid any unemployment insurance benefits?

**FINDINGS OF FACT:**

Having reviewed the testimony and all of the evidence in the record, the administrative law judge finds: Claimant was employed as a center supervisor full time beginning March 31, 2003 through August 22, 2007 when she voluntarily quit.

The claimant quit because she was unhappy that the employer had chosen to hire back an employee, Tony Grobstich, who had quit in August 2006. The claimant had previously worked with Mr. Grobstich and had a personal romantic relationship with him. The claimant's romantic relationship with Mr. Grobstich ended in July 2006.

In May 2007 during a supervisor's meeting attended by the claimant, the possibility of hiring Mr. Grobstich back as an employee was discussed. During the meeting the claimant did not express any opinion indicating that Mr. Grobstich should not be hired back.

When the claimant discovered on August 22 that Mr. Grobstich was going to be rehired as an employee she became very upset and spoke to Ronda Harnish and Deanna Engrav about the situation. The claimant told each of them that she did not want Mr. Grobstich hired back because her current fiancé, Bruce, did not like Mr. Grobstich and would not want her to work

with him. Bruce and Mr. Grobstich had been involved in bar fights previously. The claimant did not attempt to work with Mr. Grobstich to see if any problems or issues developed, she quit when the employer told her that they were going to hire him back.

Continued work was available for the claimant if she had not quit.

The claimant has received unemployment insurance benefits after the separation beginning the week ending August 26, 2007.

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

For the reasons that follow, the administrative law judge concludes claimant voluntarily left her employment without good cause attributable to the employer.

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.

871 IAC 24.25(6) 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 section 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 section 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:

(6) The claimant left as a result of an inability to work with other employees.

Claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code section 96.6(2). The claimant did not want to work with Mr. Grobstich because her fiancé would not have approved of the situation. The administrative law judge is persuaded that the claimant told Ms. Engrav, Ms. Oellrich and Ms. Harnish that she was quitting because her fiancé Bruce would not want her to work with Mr. Grobstich. There is no showing that the claimant would not have been able to work with Mr. Grobstich in a professional manner. In any event, the claimant was required to try and work with Mr. Grobstich before determining that she would not be able to do so in a professional manner. There is no evidence to support a determination that Mr. Grobstich's being a coworker or an employee would create a detrimental or intolerable work environment for the claimant. The "Official Wedding Contract" signed by Mr. Grobstich and Ms. Engrav was clearly a joke and does not rise to the level of creating an intolerable work environment. The claimant simply did not like Mr. Grobstich and neither did her fiancé, so she did not want the employer to rehire him. It was not up to the claimant to determine who should be hired by the employer. While the claimant's decision to quit may have been for good personal reasons, her leaving was without good cause attributable to the employer. Benefits are denied.

Iowa Code section 96.3-7 provides:

7. Recovery of overpayment of benefits. If an individual receives benefits for which the individual is subsequently determined to be ineligible, even though the individual acts in good faith and is not otherwise at fault, the benefits shall be recovered. The department in its discretion may recover the overpayment of benefits either by having a sum equal to the overpayment deducted from any future benefits payable to the individual or by having the individual pay to the department a sum equal to the overpayment.

If the department determines that an overpayment has been made, the charge for the overpayment against the employer's account shall be removed and the account shall be credited with an amount equal to the overpayment from the unemployment compensation trust fund and this credit shall include both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

Because claimant's separation was disqualifying, benefits were paid to which claimant was not entitled. Those benefits must be recovered in accordance with the provisions of Iowa law.

**DECISION:**

The September 19, 2007, reference 01, decision is reversed. Claimant voluntarily left her employment without good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. Claimant is overpaid benefits in the amount of \$1,735.00.

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Teresa K. Hillary  
Administrative Law Judge

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Decision Dated and Mailed

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