

**IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI**

**HALID BEHRIC
731 WALLGATE AVE
WATERLOO IA 50701-6135**

**OMEGA CABINETS LTD
1205 PETERS DR
WATERLOO IA 50703**

**Appeal Number: 06A-UI-03345-CT
OC: 02/26/06 R: 03
Claimant: Appellant (1)**

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Halid Behric filed an appeal from a representative's decision dated March 16, 2006, reference 01, which denied benefits based on his separation from Omega Cabinets, Ltd. (Omega). After due notice was issued, a hearing was held by telephone on April 13, 2006. Mr. Behric participated personally. Zijo Sucasca participated as the interpreter. The employer submitted written materials, admitted as Exhibit One, in lieu of appearance.

FINDINGS OF FACT:

Having heard the testimony of the witness and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Behric was employed by Omega from May 7,

2000 until February 21, 2006. He was last employed full time as a catcher on the molder. On or about February 8, 2006, he notified the employer that he did not feel capable of performing his usual job because of a lifting restriction. He was restricted to lifting no more than 25 pounds. On February 10, he was given a letter outlining the options he had in order to remain in the employment.

One of Mr. Behric's options was to present a doctor's statement that removed all restrictions. He also had the option of bidding on available positions that fit within his restrictions. A third option was to accept one of three positions that were available and fit within his restrictions. The three positions listed in the letter were available without using the bid procedures. Mr. Behric was given until February 17 to advise the employer of his intentions. On February 21, he notified the employer that he was not accepting any of the three positions offered. He did not bid on any available positions and did not present the employer with a complete release to perform his normal job. He was not advised by a doctor to leave the employment. Because of his statement that he could not perform his usual job and because he failed to accept any other available position, Mr. Behric became separated from the employment on February 21, 2006.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Behric was separated from employment for any disqualifying reason. The employer protested benefits on the basis that he had been discharged for refusing to perform assigned work. However, the administrative law judge believes the separation is more appropriately a voluntary quit as it was Mr. Behric's decision not to accept any of the work the employer had available. 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).

When Mr. Behric advised the employer that he was not able to perform his usual job, he was given various options for remaining with Omega. There were three positions he could have accepted that would not have violated his medical restrictions. The employer made a good faith effort to accommodate his condition. Given this factor, and the fact that no doctor advised him to leave the employment, the administrative law judge concludes that the separation was not for good cause attributable to the employer. Accordingly, benefits are denied.

DECISION:

The representative's decision dated March 16, 2006, reference 01, is hereby affirmed. Mr. Behric left his employment with Omega 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.

cfc/pjs