

**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**

**DUSTIN L WEENINK
4531 CENTRAL ST
SIOUX CITY IA 51108**

**HAAKINSON & BEATY COMPANY
PO BOX 1738
SIOUX CITY IA 51102**

**Appeal Number: 04A-UI-11259-CT
OC: 09/19/04 R: 01
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:

Dustin Weenink filed an appeal from a representative's decision dated October 8, 2004, reference 01, which denied benefits based on his separation from Haakinson & Beaty Company. After due notice was issued, a hearing was held by telephone on November 18, 2004. Mr. Weenink participated personally. The employer participated by Tom Anderson, Shop Supervisor, and Jerry Hansen, Foreman.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: Mr. Weenink was employed by Haakinson & Beaty

Company from June 13 until September 8, 2004 as a full-time laborer. On September 7, he was operating a hoist when he allowed a beam to drift into another employee. On September 8, the employer spoke with him about his attendance and his inability to concentrate at work. Mr. Weenink had recently broken up with his girlfriend and was somewhat distraught over the event. The employer told him he was expected to separate himself from the situation when he was at work. He was told that he could not return to work unless he could work safely. If he chose not to remain in the employment, he would receive severance pay. Mr. Weenink chose not to remain in the employment because he did not feel he would be able to sufficiently detach himself from his personal problems to work safely.

Mr. Weenink also quit because he felt his services were no longer needed. He had not been advised of any impending layoffs. Although work was slow, the employer continued to find tasks for him and paid him his usual wage even if he was just sweeping the floor. Mr. Weenink was told at the time of hire that he would be bending rebar and painting. There were times he performed other duties but did not object to doing so. Continued work would have been available if Mr. Weenink had not quit.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Weenink was separated from employment for any disqualifying reason. The employer was prepared to allow him to continue in the employment if he could concentrate and work safely. It was Mr. Weenink's decision that he would not be able to perform to the employer's expected safety standards and it was his decision not to remain in the employment. Therefore, the separation is considered a quit. 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. Weenink had the burden of proving that his quit was for good cause attributable to the employer. Iowa Code section 96.6(2).

Mr. Weenink quit because he was having an emotionally difficult time following the break-up with his girlfriend. This was not a matter that was caused or contributed to by the employer. Mr. Weenink's decision to quit was not for any matter over which his employer had control. It is concluded, therefore, that the quit was not for good cause attributable to the employer. Accordingly, benefits are denied.

DECISION:

The representative's decision dated October 8, 2004, reference 01, is hereby affirmed. Mr. Weenink voluntarily quit his employment 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/tjc