

**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**

**MATT R FLOWER  
206 – 4<sup>TH</sup> AVE NW  
OELWEIN IA 50662**

**EXPRESS SERVICES INC  
PO BOX 720660  
OKLAHOMA CITY OK 73172**

**Appeal Number: 05A-UI-11954-CT  
OC: 10/23/05 R: 04  
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, 4<sup>th</sup> 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.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Matt Flower filed an appeal from a representative's decision dated November 17, 2005, reference 01, which denied benefits based on his separation from Express Services, Inc. After due notice was issued, a hearing was held by telephone on December 13, 2005. Mr. Flower participated personally. The employer participated by Lisa Franzmeier, Staff Consultant.

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. Flower began working through Express Services, Inc. on March 7, 2005. On October 3, he was placed in a full-time, "temp-to-hire"

position with Bertch Cabinet Company (Bertch). The position was to be for 40 hours each week.

Mr. Flower worked 33.5 hours his first week with Bertch; 31.75 hours the second week; and 29.5 hours the final week. He did not miss any time from scheduled work. He reported to work for his shift on October 21 and found the doors locked. Mr. Flower left a message to this effect for Express. On October 24, he contacted Express and gave notice that he was quitting because he hated working at Bertch. Continued work on the assignment would have been available if he had not quit.

While at Bertch, Mr. Flower contacted Express to complain about the fact that he was not getting 40 hours of work each week. He did not indicate he would quit if not provided 40 hours. He was told that Express would try to find him a new assignment and, he agreed to remain with Bertch until a new job could be found.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Flower was separated from employment for any disqualifying reason. 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). Although Mr. Flower was receiving fewer hours at Bertch than he had been promised, he agreed to remain on the assignment until a new one could be found. He never indicated he intended to quit because of the number of hours he was working. By failing to do so, he deprived Express of the opportunity to see if additional hours might be available at Bertch. Believing he was willing to remain with Bertch until a new job was found, Express could not have anticipated that Mr. Flower would quit on October 24.

The administrative law judge concludes that Express had no reasonable opportunity to try to salvage Mr. Flower's working relationship. It is concluded, therefore, that he did not have good cause attributable to the employer for quitting. Accordingly, benefits are denied.

#### DECISION:

The representative's decision dated November 17, 2005, reference 01, is hereby affirmed. Mr. Flower voluntarily quit his employment with Express Services, Inc. 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