

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

APRIL M VALDEZ
Claimant

APPEAL NO. 07A-UI-03226-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

DYNO MAIDS INC
Employer

OC: 03/04/07 R: 02
Claimant: Respondent (2-R)

Section 96.5(1) – Voluntary Quit
Section 96.3(7) – Recovery of Overpayments

STATEMENT OF THE CASE:

Dyno Maids, Inc. filed an appeal from a representative's decision dated March 28, 2007, reference 03, which held that no disqualification would be imposed regarding April Valdez' separation from employment. After due notice was issued, a hearing was held by telephone on April 16, 2007. Ms. Valdez participated personally. The employer participated by Sandy Brenizer, Owner.

ISSUE:

At issue in this matter is whether Ms. Valdez was separated from employment for any disqualifying reason.

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: Ms. Valdez began working for Dyno Maids, Inc. on September 9, 2005. She worked part time performing cleaning duties. Periodically, Ms. Valdez would stop reporting for work with no notice to the employer. When she would return one or two weeks later, she would be rehired. The last time Ms. Valdez left was in October of 2006.

In February of 2007, Ms. Valdez' sister-in-law was working an evening shift for the employer. Ms. Valdez showed up and started working with her. The employer rehired Ms. Valdez at that time. She worked 17 hours the week ending February 10 and then her sister-in-law quit. Ms. Valdez advised the employer that she could not continue to work unless her husband was hired, apparently to replace the sister-in-law. She did not return to the employment after the employer indicated her husband would not be hired.

Ms. Valdez filed a claim for job insurance benefits effective March 4, 2007. She has received a total of \$232.00 in benefits since filing her claim.

REASONING AND CONCLUSIONS OF LAW:

Ms. Valdez is unemployed because she quit her employment and not because she was laid off. The employer continued to have work available after February 10. The employer had always allowed her to return to work following an extended period of unreported absence. The employer would have allowed her to continue working after February 10. It was Ms. Valdez' decision to stop reporting for work after the employer advised that her husband would not be hired. The employer was under no obligation to hire Ms. Valdez's husband.

After considering all of the evidence, the administrative law judge concludes that Ms. Valdez voluntarily quit her part-time job for no good cause attributable to the employer. Therefore, the separation was a disqualifying event. An individual who voluntarily quits part-time employment for no good cause attributable to the employer may still qualify for job insurance benefits if there are sufficient other wage credits in the base period of the claim to establish a valid claim. 871 IAC 24.27(96). Wage credits earned with the employer that was quit may not be used on the claim until the individual has earned at least ten times the weekly benefit amount in insured wages after the separation. This matter shall be remanded to Claims to determine if Ms. Valdez has sufficient other wage credits to establish a valid claim.

Ms. Valdez has received \$232.00 in benefits since filing her claim. Based on the decision herein, the benefits received now constitute an overpayment and must be repaid. Iowa Code section 96.3(7). The amount of the overpayment may change depending on whether Ms. Valdez has sufficient other wage credits on which to base a claim. She will be notified of any changes in the overpayment amount.

DECISION:

The representative's decision dated March 28, 2007, reference 03, is hereby reversed. Ms. Valdez voluntarily quit her employment for no 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 job insurance benefit amount, provided she satisfies all other conditions of eligibility. Dyno Maids, Inc. will not be charged for any benefits paid to Ms. Valdez. Ms. Valdez has been overpaid \$232.00 in job insurance benefits. This matter is remanded to Claims to determine if Ms. Valdez has sufficient wage credits to establish a valid claim after deletion of wage credits earned with Dyno Maids, Inc.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/pjs