

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

TERRA L REYNOLDS
Claimant

STREAM INTERNATIONAL INC
Employer

APPEAL NO. 14A-UI-03756-MT

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 03/02/14
Claimant: Appellant (1)

Iowa Code § 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated March 26, 2014, reference 01, which held claimant ineligible for unemployment insurance benefits. After due notice, a hearing was scheduled for and held on April 29, 2014. Claimant participated. Employer participated by Staci Albert, Human Resource Manager; Mike Saunders, Team Manager; Jeff Brick, Team Manager and Tim Rylaarsdam, Classroom Training. Exhibits One and Two were admitted into evidence.

ISSUE:

The issue in this matter is whether claimant quit for good cause attributable to employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: Claimant last worked for employer on February 26, 2014. Claimant worked on a Nike contract as a customer service representative for about 2.5 years. Employer did not obtain a renewal of the contract. Employer told claimant to bid into a new job by March 15 or they would find a job for her. Employer also informed claimant that she could transfer to Wilsonville in the state of Oregon with \$1,000.00 to cover moving expenses. Claimant placed herself on a list for the transfer and then removed her name once she accepted the Visa contract job. Employer had work available if claimant had not quit. Employer's multiple witnesses who gave substantially similar testimony are more credible than claimant's version of the events. Employer did not in any way promise claimant a permanent job on the Nike contract.

REASONING AND CONCLUSIONS OF LAW:

The administrative law judge holds that the evidence has failed to establish that claimant voluntarily quit for good cause attributable to employer when claimant terminated the employment relationship because she did not like the new Visa contract job. This is dissatisfaction with the work environment. The fact that employer did not have work on the Nike contract does not amount to good cause for a quit. Employer did not promise claimant she

could have that contract forever. Employer need only offer work on some job. The employer fulfilled its obligation by letting claimant work on the Visa job. The transfer mix-up is not relevant to the reason for quitting. Since continued work was available claimant quit without good cause attributable to employer. Benefits withheld.

Iowa Code § 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(21) 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 § 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 § 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:

(21) The claimant left because of dissatisfaction with the work environment.

DECISION:

The decision of the representative dated March 26, 2014, reference 01, is affirmed. Unemployment insurance benefits shall be withheld until claimant has worked in and been paid wages for insured work equal to ten times claimant's weekly benefit amount, provided claimant is otherwise eligible.

Marlon Mormann
Administrative Law Judge

Decision Dated and Mailed

mdm/css