

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JANE M BOETTGER
Claimant

APPEAL NO. 07A-UI-04184-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

SECURITAS SECURITY SERVICES USA
Employer

**OC: 04/01/07 R: 01
Claimant: Appellant (1)**

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Jane M. Boettger (claimant) appealed a representative's April 19, 2007 decision (reference 01) that concluded she was not qualified to receive unemployment insurance benefits, and the account of Securitas Security Services USA (employer) would not be charged because the claimant voluntarily quit her employment for reasons that do not qualify her to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on May 22, 2007. The claimant participated in the hearing. Robin Hovanasian, a TALX representative, appeared on the employer's behalf. Doug Walter, the human resource manager, and Jeff Smart, a branch manager, testified on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Did the claimant voluntarily quit her employment for reasons that qualify her to receive unemployment insurance benefits?

FINDINGS OF FACT:

The claimant started working for the employer on May 1, 2006. The employer hired the claimant as a flex employee to work as a security guard. When the claimant accepted the flex position, the person who hired the claimant indicated she would not have any problems working 40 hours a week.

As a flex employee, the claimant worked where the employer needed her. This resulted in the claimant working some weeks more than 40 hours and other weeks only working 8 hours. The claimant's supervisor knew the claimant wanted and needed 40 hours of work a week. When the claimant learned about a full-time, 40-hour-a-week job in Denison, she asked the employer to transfer her to this job even though she would earn less per hour. The employer agreed to transfer the claimant when this job became available.

Before the 40-hour week job became available in Denison, the employer had to fill a job opening in Carroll. The claimant agreed to work at the Carroll location until the employer could hire a new employee for this job site. The employer agreed to hold the Denison job open for the claimant. The claimant began working at the Carroll job in early February. The claimant worked full-time hours in Carroll. While the claimant worked at the Carroll job site, employees in Denison covered the hours the claimant would have worked if she could have transferred there on February 8, when the job became available.

In February and March, the employer hired two people for the Carroll job site. These people quit before the employer could assign them to the Carroll job site and transfer the claimant to Denison. On April 2, the employer notified the claimant that the client in Denison had recently reduced the contracted hours of service with the employer. As a result in the loss in hours, the job the employer had held open for the claimant was no longer available, because full-time employees already at Denison covered all the available hours. The employer, however, wanted the claimant to continue to work full-time at Carroll. After the employer hired a full-time employee to work in Carroll, the employer would assign the claimant jobs that were then available.

The claimant concluded the employer took advantage of her and was not treating her fairly by giving the hours she could have worked in Denison to other employees. The claimant wanted and needed full-time hours every week and the increased hourly wage in Carroll did not compensate for the extra miles the claimant drove to work in Carroll. Denison was only 6 miles and Carroll was 30 miles from the claimant's residence. The claimant quit on April 2 because she wanted to work in Denison full time and the employer no longer had that job available for her to do.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if she voluntarily quits employment without good cause attributable to the employer. Iowa Code § 96.5-1. Since the claimant quit on April 2, she has the burden to establish she quit for reasons that qualify her to receive unemployment insurance benefits. Iowa Code § 96.6-2.

The claimant quit because the full-time job the employer had been holding for her in Denison was eliminated after the client reduced the contracted hours of service with the employer. The claimant did not want to work in Carroll, because of the distance, and she did not want to work less than 40 hours a week. Even though the claimant did not know how long she would be working in Carroll, she knew at some future date the employer may not be able to give her 40 hours of work a week. Since no one knew how long it would take the employer to find a permanent employee to work in Carroll, no one knew what job would be available for the employer to assign the claimant later. At the time the claimant quit, she worked full-time hours and could have continued working full time in Carroll. The claimant quit on April 2 for compelling personal reasons that do not qualify her to receive unemployment insurance benefits. As of April 1, 2007, the claimant is not qualified to receive unemployment insurance benefits.

DECISION:

The representative's April 19, 2007 decision (reference 01) is affirmed. The claimant voluntarily quit her employment for reasons that do not qualify her to receive unemployment insurance benefits. The claimant is disqualified from receiving unemployment insurance benefits as of April 1, 2007. This disqualification continues until she has been paid ten times her weekly benefit amount for insured work, provided she is otherwise eligible. The employer's account will not be charged.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/kjw