

**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**

**CHRISTOPHER J PRATT
PO BOX 46
SUPERIOR IA 51363**

**CHRISTENSEN CONSTRUCTION &
DESIGN COMPANY INC
721 S 28TH ST
ESTHERVILLE IA 51334-2760**

**Appeal Number: 05A-UI-06915-CT
OC: 06/05/05 R: 01
Claimant: Respondent (2)**

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
Section 96.3(7) – Recovery of Overpayments

STATEMENT OF THE CASE:

Christensen Construction & Design Company, Inc. (Christensen) filed an appeal from a representative's decision dated June 23, 2005, reference 01, which held that no disqualification would be imposed regarding Christopher Pratt's separation from employment. After due notice was issued, a hearing was held by telephone on July 21, 2005. Mr. Pratt participated personally. The employer participated by Steve Christensen, President, and Willie Reinhardt, Job Superintendent.

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. Pratt began working for Christensen on November 6, 1997 and was last employed full time as a job foreman. On May 27, 2005, he was offered work with a different employer. On June 3, he was given permission to leave work with Christensen early that day to undergo testing and to watch videos for his new employer.

On June 6, Mr. Pratt notified Christensen that he would need to leave work at noon the next day in order to have a physical exam for his new employer. He was told to try to schedule the appointment for later in the day or on Saturday. Mr. Pratt did not do so. On the morning of June 7, he reminded his supervisor that he intended to leave at noon. He was told that he was needed at work that day. When he was again asked to reschedule the appointment for later in the day or on a Saturday, Mr. Pratt declined to do so. He was told that if he left work early, he was not to return. At approximately 9:00 that morning, Mr. Pratt called his mother to come get him and did not thereafter return to Christensen.

Mr. Pratt has been paid a total of \$817.00 in job insurance benefits since filing his claim effective June 5, 2005. He began new employment on June 27, 2005 and last claimed benefits for the week ending June 25, 2005.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Pratt was separated from employment for any disqualifying reason. The administrative law judge concludes that he initiated the separation when he chose to leave rather than remain at work as directed. He knew that he did not have permission to leave work early to have a physical exam for his new employer. He knew he would no longer have employment with Christensen if he left early on June 7. By choosing to leave early, Mr. Pratt indicated his desire to discontinue working for Christensen. 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).

The evidence of record does not establish any cause attributable to Christensen for Mr. Pratt's quit. His appointment on June 7 was not due to any emergency or chronic health condition. His testimony that it was medically necessary to see his doctor on June 7 was not found credible. The clinic with which his doctor is associated does have Saturday hours. The administrative law judge is not inclined to believe that only his doctor could take his blood pressure readings. The administrative law judge is also not inclined to believe that his doctor would not have provided him with blood pressure medication to cover him from June 7 until he could be seen on Saturday, June 11. Moreover, Mr. Pratt never notified Christensen that the appointment was for something other than a physical for his new employer. For the above reasons, the administrative law judge concludes that Christensen did not deny Mr. Pratt the opportunity for necessary medical care so as to provide good cause attributable to the employer for quitting.

For the reasons outlined herein, it is concluded that Mr. Pratt did not have good cause attributable to the employer for quitting. Therefore, benefits are denied. Although he has now performed work in his new employment, he had not done so when he filed his claim for job insurance benefits effective June 5, 2005. Therefore, he is not entitled to benefits pursuant to Iowa Code section 96.5(1)a. Mr. Pratt has been paid job insurance benefits since filing his

claim. Based on the decision herein, the benefits received now constitute an overpayment and must be repaid. Iowa Code section 96.3(7).

DECISION:

The representative's decision dated June 23, 2005, reference 01, is hereby reversed. Mr. Pratt voluntarily quit his employment with Christensen 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. Mr. Pratt has been overpaid \$817.00 in job insurance benefits.

cfc/pjs