

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ROBERT OPIO
Claimant

APPEAL NO. 16A-UI-07400-TN

**ADMINISTRATIVE LAW JUDGE
DECISION**

REMEDY INTELLIGENT STAFFING INC
Employer

OC: 05/29/16
Claimant: Appellant (1)

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed a timely appeal from a representative's decision dated June 30, 2016, reference 01, that denied unemployment insurance benefits finding that the claimant voluntarily quit employment on June 10, 2016, when he failed to notify the temporary employment firm within three days of the completion of his last work assignment. After due notice was provided, an in-person hearing was held in Council Bluffs, Iowa on August 5, 2016. Claimant participated. The employer participated by Mr. Calab Lowrey, Branch Manager. Claimant's Exhibits One and Two and Employer's Exhibit A were admitted into the hearing record.

ISSUE:

The issue is whether the claimant quit his employment with good cause attributable to the employer.

FINDINGS OF FACT:

Robert Opio began his employment with Remedy Intelligent Staffing, Inc. on February 26, 2013. His most recent assignment began on May 4, 2015 at American Building Company where Mr. Opio was assigned to work as a shear operator at the rate of \$12.00 per hour. Claimant's last day of work was June 5, 2016.

Mr. Opio quit his employment with Remedy Intelligent Staffing on June 10, 2016 based upon his incorrect belief that he was not being properly paid overtime pay for hours in excess of 40 on his current assignment at American Building Company. The claimant was not eligible for overtime pay for his work on Memorial Day because the holiday fell on a Monday and the claimant had not yet accumulated 40 working hours that week. Mr. Opio went to the branch office and spoke with Ms. Tricia Murphy about the pay issue and requested a copy of his work hours. When Mr. Opio noted two portions on the "hours reported" document that had been turned in by the client company to Remedy Intelligent Staffing were blacked out, he became angered believing that Ms. Murphy was withholding information from him regarding overtime pay. A portion is blacked out or redacted by the client company or at times by personnel as confidential pay information relating to the amount per hour that the temporary employment company receives for the services of a temporary employee per hour. A portion of the document that was blacked

out or redacted was the same information that had been given to Mr. Opio about the number of hours he had worked during the week in question.

It further appears that Mr. Opio was unwilling to accept Ms. Murphy's explanation, although company records clearly show that he had been paid overtime pay after 40 hours. After explaining the pay was correct to Mr. Opio several times, Ms. Murphy advised the claimant that she in effect could provide no further information and instructed him not to bring the same issue up in the future. Mr. Opio took that blacking out of the portion of the document and Ms. Murphy's statement as a personal affront and quit employment.

It is the claimant's position that it did not appear that he was receiving proper overtime pay. The claimant did not choose to follow a number of other options that were open to him such as calling the company's payroll department or upper management.

REASONING AND CONCLUSIONS OF LAW:

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.

In the case at hand, Mr. Opio left his employment with Remedy Intelligent Staffing based upon his misperception that he was not receiving proper overtime pay. The evidence in the record establishes that the claimant was being properly paid overtime and that the employer attempted to the best of the employer's ability to explain the pay system to Mr. Opio and when Mr. Opio was not willing to let the matter drop, he was advised not to bring the issue up again.

The administrative law judge concludes that the statement was not made to Mr. Opio to demean him or to treat him unfairly, but only because the company representative was unwilling to explain to Mr. Opio the issue after repeatedly attempting to do so.

While Mr. Opio's reasons for leaving his employment may be good-cause reasons from his personal viewpoint, they were not good-cause reasons attributable to the employer. Accordingly, the claimant is disqualified for unemployment insurance benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount and is otherwise eligible.

DECISION:

The representative's June 30, 2016, reference 01, decision is affirmed. The claimant quit employment without good cause attributable to the employer. Unemployment insurance benefits are withheld until the claimant has worked in and been paid wages for insured work equal to ten times his weekly benefit amount and is otherwise eligible.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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