

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**BRIAN P MOORE**  
Claimant

**APPEAL NO. 17A-UI-02848-TNT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**AUTOMOTIVE ENTERPRISES COMPANY**  
Employer

**OC: 02/12/17  
Claimant: Appellant (1)**

Iowa Code § 96.5(1) -- Voluntary Quit

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from a representative's decision dated March 7, 2017, reference 01, which denied unemployment insurance benefits finding the claimant left employment voluntarily on February 13, 2017 without good cause attributable to the employer. After due notice was provided, a telephone hearing was held on March 7, 2017. Claimant participated. The employer participated by Mr. Steven Whalen, Co-Owner. Claimant's Exhibits 1 and 2 were admitted into the hearing record.

**ISSUE:**

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

**FINDINGS OF FACT:**

The administrative law judge, having considered all of the evidence in the record, finds: Mr. Moore was employed by Automotive Enterprises Company from February 2015 when he began direct employment with the company until February 13, 2017 when he left employment due to general dissatisfaction with the work environment and because he anticipated that he would be discharged from employment. Mr. Moore was employed as a full-time Maintenance worker. His immediate supervisor was Tom Feldman, General Manager.

Mr. Moore relinquished his position with Automotive Enterprises Company at approximately 5:00 a.m. on the morning of February 13, 2017, when he handed his keys to another worker and stating he was "quitting".

On Thursday, February 9, 2017, the company was experiencing problems with an overhead garage door that had been recently repaired by a commercial door company. Mr. Moore concluded that the problem with the overhead door was associated with an electronic safety beam apparatus. The claimant, Russ Whalen, and others present, disagreed about whether it was the duty of the commercial door repair company to fix the problem or whether the work should be done by Mr. Moore in his maintenance capacity. The conversation between Mr. Moore and Mr. Whalen concluded that day with Mr. Whalen stating that if the door was not fixed, Mr. Moore should not return.

Later that day, Mr. Moore traveled to Dubuque, Iowa, to pick up repair parts for the overhead door functional, but delayed his return back to work when he went to pick up some non-essential articles for an office worker. Although Mr. Moore returned to the employer's facility that afternoon prior to its closing, he made no attempt to repair the overhead door. Mr. Moore did not attempt to work over the weekend on the project but reported to work at his usual time of approximately 5:00 a.m. the following Monday morning. Then he turned in his keys to another worker and left.

Mr. Moore was generally dissatisfied with the environment at Automotive Enterprises Company for a variety of reasons. Mr. Moore believed that some employees were using illegal substances during breaks or lunch periods and he was dissatisfied because some employees were not following OSHA guidelines. Mr. Moore also felt Russ Whalen had a propensity for becoming unnecessarily upset because of situations. Although Russ Whalen had threatened to terminate Mr. Moore in the past on a number of occasions, Mr. Whalen had not followed through on those threats. Mr. Moore was aware that there were a number of other management members available at the work, that he could go about employment concerns.

It is the claimant's position that when he arrived at work during the early morning hours of Monday, February 13, 2017, he found that the garage door had been repaired and was operable. Mr. Moore maintains that based upon the previous statement that was made to him by Russ Whalen he left the premises, because he had been threatened of discharge if he did not fix the door.

**REASONING AND CONCLUSIONS OF LAW:**

The issue of the claimants separation from this employment and whether the separation qualifies him to receive unemployment insurance benefits is further complicated because the employer's witness could offer only hearsay testimony about the events regarding the repair of the overhead garage door that led up to Mr. Moore's separation from employment. The employer had the power to produce more direct and explicit evidence than was presented but did not do so. However, the administrative law judge does also find the claimant's testimony to not be completely forthcoming, and finds that a substantial portion of the claimant's testimony focused on his general dissatisfaction with the work environment itself.

Mr. Moore testified that although he had been instructed to fix the garage door by Mr. Russ Whalen and threatened with discharge if he did not complete the project, that he nevertheless went to Dubuque, Iowa that afternoon and spent additional time in Dubuque doing non-essential tasks which delayed his return to work that afternoon. Although he had returned prior to the end of the work day he did not work on the door as he had been instructed. Mr. Moore also testified that Russ Whalen had often made hollow threats to discharge him but had not followed through with those threats.

Mr. Moore made no effort to repair the door nor to speak to Russ Whalen or either of the other two individuals in authority at the facility that day, on the next day when he was off work, or over the weekend. When Mr. Moore arrived at work in the early morning hours of Monday, February 13, 2017 and found the door had been repaired, he did not follow a reasonable course of action by confirming with anyone in management how the door had been repaired or what, if any, effect it would have on his employment. He immediately turned in his keys and stated "he quit". The claimant's actions were not reasonable under the attendant circumstances. The administrative law judge therefore concludes that Mr. Moore chose to leave his employment and was not reasonable in his conclusion that he had been discharged.

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.

Iowa Admin. Code r. 871-24.25(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 section 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 section 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.

Iowa Admin. Code r. 871-24.25(22) 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 section 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 section 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:

(22) The claimant left because of a personality conflict with the supervisor.

When a person voluntarily quits the employment due to dissatisfaction with the work environment or inability to work with a supervisor due to a personality conflict, the quit is presumed to be without good cause attributable to the employer. See 871 IAC 24.25(21)(22).

Because the claimant quit employment without good cause attributable to the employer, his is disqualified from 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 decision dated March 7, 2017, reference 01, is affirmed. The claimant left employment without good cause attributable to the employer. Accordingly, unemployment insurance benefits are withheld until has worked in and been paid wages for insured work equal to ten times his weekly benefit amount and is otherwise eligible.

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Terry P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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