

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

---

**YAHZMEEN A WOOTEN**  
Claimant

**APPEAL 21A-UI-09400-S2-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SEDONA STAFFING SERVICE**  
Employer

**OC: 05/24/20**  
**Claimant: Respondent (2)**

---

Iowa Code § 96.5(2)a – Discharge for Misconduct  
Iowa Code § 96.5(1) – Voluntary Quit  
Iowa Code § 96.3(7) – Recovery of Benefit Overpayment  
Iowa Admin. Code r. 871-24.10 – Employer/Representative Participation Fact-finding Interview  
PL 116-136, Sec. 2104 – Federal Pandemic Unemployment Compensation  
PL 116-136, Sec. 2107 – Federal Pandemic Emergency Unemployment Compensation

**STATEMENT OF THE CASE:**

The employer filed an appeal from the March 22, 2021, (reference 02) unemployment insurance decision that allowed benefits based upon claimant’s voluntary quit. The parties were properly notified about the hearing. A telephone hearing was held on June 17, 2021. Claimant Yahzmeen A. Wooten participated and testified. Employer Sedona Staffing Services participated through account manager Julie White and was represented by Colleen McGuinty. Employer’s Exhibit 1 was received. The administrative law judge took official notice of the administrative record.

**ISSUES:**

Did claimant voluntarily quit the employment with good cause attributable to employer?  
Has the claimant been overpaid unemployment insurance benefits, and if so, can the repayment of those benefits to the agency be waived?  
Is the claimant eligible for Federal Pandemic Emergency Unemployment Compensation (“PEUC”)?  
Is the claimant eligible for Federal Pandemic Unemployment Compensation (“FPUC”)?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full-time as an assembler from February 1, 2021, and was separated from employment on February 8, 2021, when she quit.

Claimant was assigned to work at Raymond. Shortly after beginning her assignment, she learned she would need to complete one hour of overtime each day, so her start time would begin at 4:00 a.m., rather than 5:00 a.m. Claimant rode to work with her partner, so starting an hour early would cause transportation problems. She notified the jobsite that she could not

make the hours work for her. On February 11, 2021, claimant completed a written resignation and submitted it to employer.

Claimant filed her initial claim for benefits effective May 24, 2020. The administrative record reflects that claimant has received PEUC benefits in the amount of \$2,002.00, since reactivating her claim effective February 7, 2021, for the fourteen weeks ending May 29, 2021, and FPUC benefits in the amount of \$4,500.00 for the nine weeks ending April 24, 2021. Employer substantially participated in the fact finding interview through written submission.

### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes claimant's separation from the employment was without good cause attributable to the employer.

Iowa Code section 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. 871-24.26(1) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(1) A change in the contract of hire. An employer's willful breach of contract of hire shall not be a disqualifiable issue. This would include any change that would jeopardize the worker's safety, health or morals. The change of contract of hire must be substantial in nature and could involve changes in working hours, shifts, remuneration, location of employment, drastic modification in type of work, etc. Minor changes in a worker's routine on the job would not constitute a change of contract of hire.

The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). In general, a substantial pay reduction or increase of 25 to 35 percent or a similar reduction or increase of working hours creates good cause attributable to the employer for a resignation. *Dehmel v. Emp't Appeal Bd.*, 433 N.W.2d 700 (Iowa 1988).

Iowa Admin. Code r. 871-24.25 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:

- (1) The claimant's lack of transportation to the work site unless the employer had agreed to furnish transportation.

Here, claimant's hours were only required to increase by one hour each day. This is not a substantial change in her contract of hire. Claimant rode with another person to work and would have transportation difficulties with a different schedule. While claimant's leaving may have been based upon good personal reasons, it was not for a good-cause reason attributable to the employer according to Iowa law. Benefits are denied.

The next issue in this case is whether claimant was overpaid benefits. Claimant did not receive any regular unemployment state benefits after her separation from this employer. Rather, she received PEUC and FPUC benefits. For the reasons that follow, the administrative law judge concludes claimant was not eligible for FPUC and PEUC and was overpaid FPUC and PEUC, which must be repaid.

Iowa Code § 96.3(7)a provides:

7. Recovery of overpayment of benefits.

- a. If an individual receives benefits for which the individual is subsequently determined to be ineligible, even though the individual acts in good faith and is not otherwise at fault, the benefits shall be recovered. The department in its discretion may recover the overpayment of benefits either by having a sum equal to the overpayment deducted from any future benefits payable to the individual or by having the individual pay to the department a sum equal to the overpayment.

PL116-136, Sec. 2104 provides, in pertinent part:

(b) Provisions of Agreement

- (1) Federal pandemic unemployment compensation.--Any agreement under this section shall provide that the State agency of the State will make payments of regular compensation to individuals in amounts and to the extent that they would be determined if the State law of the State were applied, with respect to any week for which the individual is (disregarding this section) otherwise entitled under the State law to receive regular compensation, as if such State law had been modified in a manner such that the amount of regular compensation (including dependents' allowances) payable for any week shall be equal to
  - (A) the amount determined under the State law (before the application of this paragraph), plus
  - (B) an additional amount of \$600 (in this section referred to as "Federal Pandemic Unemployment Compensation").

....

(f) Fraud and Overpayments

- (2) Repayment.--In the case of individuals who have received amounts of Federal Pandemic Unemployment Compensation to which they were not entitled, the State shall require such individuals to repay the amounts of such Federal Pandemic Unemployment Compensation to the State agency...

PL 116-136 Sec 2107 provides in pertinent part:

PANDEMIC EMERGENCY UNEMPLOYMENT COMPENSATION.

(2) PROVISIONS OF AGREEMENT. —

Any agreement under paragraph (1) shall provide that the State agency of the State will make payments of pandemic emergency unemployment compensation to individuals who—

(A) have exhausted all rights to regular compensation under the State law or under Federal law with respect to a benefit year (excluding any benefit year that ended before July 1, 2019);

(B) have no rights to regular compensation with respect to a week under such law or any other State unemployment compensation law or to compensation under any other Federal law;

(C) are not receiving compensation with respect to such week under the unemployment compensation law of Canada; and

(D) are able to work, available to work, and actively seeking work.

(emphasis added).

(e) FRAUD AND OVERPAYMENTS.—

...

(2) REPAYMENT.—In the case of individuals who have received amounts of pandemic emergency unemployment compensation under this section to which they were not entitled, the State shall require such individuals to repay the amounts of such pandemic emergency unemployment compensation to the State agency, except that the State agency may waive such repayment if it determines that—

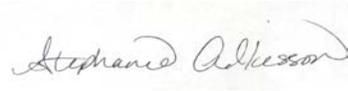
(A) the payment of such pandemic emergency unemployment compensation was without fault on the part of any such individual; and

(B) such repayment would be contrary to equity and good conscience.

Because claimant is disqualified from receiving unemployment insurance benefits, she is also disqualified from receiving PEUC and FPUC. While Iowa law does not require a claimant to repay regular unemployment insurance benefits when the employer does not participate in the fact-finding interview, the CARES Act makes no such exception for the repayment of PEUC and FPUC. Therefore, the determination of whether the claimant must repay PEUC and FPUC does not hinge on the employer's participation in the fact-finding interview. The administrative law judge concludes that claimant has been overpaid FPUC in the gross amount of \$4,500.00 for the nine weeks ending April 24, 2021. The administrative law judge concludes that claimant has been overpaid PEUC in the gross amount of \$2,002.00 for the fourteen weeks ending May 29, 2021. Claimant must repay these benefits.

**DECISION:**

The March 22, 2021, (reference 02) unemployment insurance decision is reversed. The claimant voluntarily left her employment without good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The claimant is overpaid \$4,500.00 in Federal Pandemic Unemployment Compensation. The claimant is overpaid \$2,002.00 in Pandemic Emergency Unemployment Compensation. These benefits must be repaid.



---

Stephanie Adkisson  
Administrative Law Judge  
Unemployment Insurance Appeals Bureau  
1000 East Grand Avenue  
Des Moines, Iowa 50319-0209  
Fax (515)478-3528

June 30, 2021  
Decision Dated and Mailed

sa/scn