

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JEREMY J MOORE
Claimant

APPEAL NO. 14A-UI-10247-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC
Employer

OC: 12/22/13
Claimant: Respondent (2)

Section 96.5(1) – Voluntary Quit
Section 96.3(7) – Benefit Overpayment

STATEMENT OF THE CASE:

Advance Services, Inc. filed a timely appeal from a representative's decision dated September 30, 2014 (reference 03) which held claimant eligible to receive unemployment insurance benefits. After due notice was provided, a telephone hearing was held on October 22, 2014. Although claimant was duly notified, he did not respond to the notice of hearing and did not participate. The employer participated by Mr. Michael Payne, Risk Manager.

ISSUE:

At issue is whether the claimant left the employment with good cause attributable to the employer and whether the claimant has been overpaid job insurance benefits.

FINDINGS OF FACT:

Having considered all of the evidence in the record, the administrative law judge finds: Jeremy Moore was employed by Advance Services, Inc. from June 6, 2014 until September 3, 2014 when he voluntarily left his employment due to job dissatisfaction. Mr. Moore was most recently assigned to work at American Wood Fibers, a client employer of Advance Services, Inc. Mr. Moore was assigned to work at the plant location beginning August 24, 2014 and was paid by the hour. The claimant's contact person at Advance Services, Inc. was Ms. Candy Ashman, Office Manager, in Pella, Iowa.

Although Mr. Moore was scheduled to continue in his assignment at American Wood Fibers, the claimant last reported for scheduled work on Monday, September 1, 2014. The claimant did not report or provide notice of his impending absences on September 2 or September 3, 2014.

After the claimant had not reported for scheduled work at the plant location through the work day on September 3, 2014, he was contacted by Ms. Ashman by telephone. At that time Mr. Moore stated that he could not do the work anymore and the claimant did not return to the work assignment. During the conversation with Ms. Ashman the claimant stated that he was requested by the employer to "climb up silos."

Prior to quitting his work, Mr. Moore had not complained to Advance Services, Inc. about any of the factors relating to his work assignment at American Wood Fibers; although as an Advance Services, Inc. employee he had been specifically instructed to contact Advance Services, Inc. regarding any job issues. Advance Services, Inc. followed up on Mr. Moore's statement by contacting the client employer about Mr. Moore's allegation. Mr. Moore's allegation was found to be unsubstantiated.

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.

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.

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 of whom the employee has separated. 871 IAC 24.25. Leaving because of an unlawful, intolerable, or detrimental working condition would be good cause. 871 IAC 24.26(3), (4). Leaving because of dissatisfaction with the work environment is not good cause. 871 IAC 24.25(1). The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code Section 96.6-2.

In this matter, the evidence in the record establishes that Mr. Moore had been specifically instructed that if he had any concerns or issues with the factors relating to his temporary assignment at the client employer, that he was to contact Advance Services, Inc. directly so that Advance Services, Inc. could act in his behalf. Mr. Moore was assigned to work at American Wood Fibers beginning on August 24, 2014 and he did not complain to Advance Services, Inc. about any of the factors related to his job assignment at that location. After the claimant had failed to report for scheduled work and had not provided any notification to Advance Services, Inc. as required or to the client, Mr. Moore was contacted by Advance Services, Inc. on September 3, 2014. At that time he indicated that he was quitting because he could not do the work anymore. Although the claimant had already quit his job, Advance Services, Inc. nonetheless followed up on Mr. Moore's allegation and American Wood Fibers denied that the claimant had been required to climb silos, as the claimant had alleged.

In this matter, the evidence establishes the claimant did not provide Advance Services, Inc. of an opportunity to address or rectify any areas of dissatisfaction that he may have had with his assignment at the client employer, although the claimant had been specifically instructed to do so at the time that he began employment with Advance Services, Inc.

For the reasons stated herein, the administrative law judge concludes that Mr. Moore left employment with Advance Services, Inc. without good cause that was 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 he is otherwise eligible.

Because the claimant has been deemed ineligible for benefits, any benefits the claimant has received could constitute an overpayment. The administrative record reflects that the claimant has not received unemployment insurance benefits since his separation from employment on September 3, 2014 and, therefore, has not been overpaid unemployment insurance benefits in this matter.

DECISION:

The representative's decision dated September 30, 2014 (reference 03) is reversed. The claimant left 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 he meets all other eligibility requirements of Iowa law.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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