

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**RICKY R BROWN**  
Claimant

**APPEAL NO: 07A-UI-07914-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**MARTIN MARIETTA MATERIALS INC**  
Employer

**OC: 07/08/07 R: 02**  
**Claimant: Respondent (2)**

Section 96.5-1 – Voluntary Leaving  
Section 96.3-7 – Recovery of Overpayment of Benefits

**STATEMENT OF THE CASE:**

Martin Marietta Materials, Inc. (employer) appealed a representative's August 7, 2007 decision (reference 01) that concluded Ricky R. Brown (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on September 4, 2007. The claimant received the hearing notice and responded by calling the Appeals Section on August 24, 2007. He indicated that he would not be available at the scheduled time for the hearing, but he did not seek a rescheduling of the hearing; rather, he decided to submit a written statement for consideration in lieu of his participation, which was admitted to the record during the hearing as Claimant's Exhibit A. Mark Worrall appeared on the employer's behalf and presented testimony from one other witness, Doug Robie. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

Did the claimant voluntarily quit for a good cause attributable to the employer?

**FINDINGS OF FACT:**

The claimant started working for the employer on December 5, 2005. He worked full time as a senior mechanic in the employer's Ames, Iowa crushed stone and aggregate supplier business. His last day of work was July 11, 2007. On July 12 he came into the office only to report to the employer that he was not working that day, that he was quitting. He did not specify reasons for quitting to the employer. In his written statement submitted for the hearing, the claimant indicated that he left because his scheduled work days would change often, that there were days of more than 20 hours of work, that his lunch break changed, that there were mandatory meetings on days that were not his scheduled work days, that some people had been unfairly discharged, that there was a high work load, and that maintenance persons were occasionally pulled to run production.

The claimant's normal work schedule was 8:00 a.m. to 8:00 p.m. Thursday through Sunday. There had been no change in the claimant's regular scheduled work days. There were a few occasions where the crews could and did stay for overtime after 8:00 p.m., but this had been on a voluntarily basis. There had been a change in the lunch schedule, but this was because the crew had collectively requested and the employer allowed the employees to skip a regular half-hour lunch break in favor of getting off work a half hour early; the crew still were permitted and encouraged to take regular short breaks, during which time they could also consume their lunches. The employer did have mandatory monthly safety meetings required for all employees under the applicable federal regulatory agency; sometimes those meetings fell on days the claimant was not otherwise scheduled for work, but he was paid for his attendance at the meetings. While there was always a large quantity of work available, the employer denied that there were intolerable work conditions. The claimant's job was not in jeopardy had he not quit.

The claimant established a claim for unemployment insurance benefits effective July 8, 2007. The claimant has received unemployment insurance benefits after the separation from employment in the amount of \$1,750.00.

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

If the claimant voluntarily quit his employment, he is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer.

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.

871 IAC 24.25 provides that, 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. A voluntary leaving of employment requires an intention to terminate the employment relationship. Bartelt v. Employment Appeal Board, 494 N.W.2d 684 (Iowa 1993). The claimant did express or exhibit the intent to cease working for the employer and did act to carry it out. The claimant would be disqualified for unemployment insurance benefits unless he voluntarily quit for good cause.

The claimant has the burden of proving that the voluntary quit was for a good cause that would not disqualify him. Iowa Code § 96.6-2. Leaving because of unlawful, intolerable, or detrimental working conditions would be good cause. 871 IAC 24.26(3), (4). Leaving because of a dissatisfaction with the work environment or a personality conflict with a supervisor is not good cause. 871 IAC 24.25(21), (23). He has not demonstrated that there was a change in his contract of employment. 871 IAC 24.26(1). While the claimant's work situation was perhaps not ideal, he has not provided sufficient evidence to conclude that a reasonable person would find the employer's work environment detrimental or intolerable. O'Brien v. Employment Appeal Board, 494 N.W.2d 660 (Iowa 1993); Uniweld Products v. Industrial Relations Commission, 277 So.2d 827 (FL App. 1973). The claimant has not satisfied his burden. Benefits are denied.

Iowa Code § 96.3-7 provides:

7. Recovery of overpayment of benefits. 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.

If the department determines that an overpayment has been made, the charge for the overpayment against the employer's account shall be removed and the account shall be credited with an amount equal to the overpayment from the unemployment compensation trust fund and this credit shall include both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

Because the claimant's separation was disqualifying, benefits were paid to which the claimant was not entitled. Those benefits must be recovered in accordance with the provisions of Iowa law.

**DECISION:**

The representative's August 7, 2007 decision (reference 01) is reversed. The claimant voluntarily left his employment without good cause attributable to the employer. As of July 8, 2007, benefits are withheld until such time as the claimant has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The claimant is overpaid benefits in the amount of \$1,750.00.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

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