

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DANIELLE M WALTON
Claimant

APPEAL NO. 07A-UI-03460-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

DOLGENCORP INC
DOLLAR GEN'L
Employer

OC: 03/04/07 R: 04
Claimant: Respondent (1)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Dollar General filed a timely appeal from the March 26, 2007, reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on April 20, 2007. Claimant Danielle Walton participated. District Manager Jane Steiert represented the employer. The administrative law judge took official notice of the Agency's administrative record of benefits disbursed to the claimant and received Claimant's Exhibit A into evidence.

ISSUE:

Whether the claimant's voluntary quit was for good cause attributable to the employer.

Whether the claimant's voluntary quit was in response to intolerable and/or detrimental working conditions that would have prompted a reasonable person to quit the employment.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Danielle Walton was employed by Dollar General in a full-time capacity from June 3, 2003 until March 6, 2007, when she voluntarily quit. Ms. Walton worked at the employer's store in Independence. For the last two and a half years of Ms. Walton's employment, she was an assistant manager. Until January 3, 2007, Ms. Walton's immediate supervisor had been Store Manager Vickie Carlin. Ms. Carlin separated from Dollar General on January 3, 2007. For several weeks thereafter, Ms. Walton bore primary responsibility for managing the Independence store. District Manager Jane Steiert regarded Ms. Walton as a good employee who understood and complied with Dollar General policies and procedures.

In the latter half of February 2007, District Manager Jane Steiert hired Janie Drakerfalcon as a new manager. Ms. Drakerfalcon had not yet completed her manager training when she commenced working at the Independence store. The employer assigned a manager from another district to train Ms. Drakerfalcon. At the beginning of March, Ms. Drakerfalcon and the trainer began to be routinely present at the Independence store. Despite Ms. Walton's significant experience as a Dollar General assistant manager and Ms. Walton's knowledge of

Dollar General policies and procedures, Ms. Drakerfalcon and the trainer treated Ms. Walton as if she did not know what she was doing. Ms. Drakerfalcon demonstrated overt and consistent hostility towards Ms. Walton. Ms. Drakerfalcon announced to Ms. Walton that Ms. Drakerfalcon would not be working any evening or weekend shifts and would not be assisting with unloading freight from the stock room onto the sales floor, meaning that these responsibilities would be shifted to Ms. Walton and other employees.

On March 5, Ms. Drakerfalcon's conduct towards Ms. Walton made Ms. Walton's employment at Dollar General unbearable. When Ms. Walton went to the office at the beginning of her shift to count the cash register drawers pursuant to Dollar General procedure, Ms. Drakerfalcon and the trainer told Ms. Walton that she was not supposed to count the cash register drawers. When Ms. Walton proceeded to count the money in the safe pursuant to Dollar General procedure, Ms. Drakerfalcon and the trainer told Ms. Walton she was not supposed to count the money in the safe. When Ms. Walton put the cash register drawers in the cash registers and prepared the associated paperwork, Ms. Drakerfalcon yelled at Ms. Walton, told her she was doing it all wrong, and told her she needed to be retrained. When Ms. Walton commenced moving merchandise to the sales floor, Ms. Drakerfalcon made her remove the merchandise from the sales floor. The trainer then summoned Ms. Walton to the office, told her she did not know what she was doing, and proceeded to review contents of the employee handbook with Ms. Walton. When the trainer began to review the procedure for checking in vendors, Ms. Walton asserted that she knew the proper procedure and then demonstrated the proper procedure on the sales floor. Ms. Drakerfalcon then asserted that people were calling Ms. Drakerfalcon at home at night to discuss Ms. Drakerfalcon's personal business. Ms. Drakerfalcon accused Ms. Walton of speaking ill about her and provoking people to call her at home. Ms. Drakerfalcon accused Ms. Walton of providing customers with the customer relations number in an attempt to get Ms. Drakerfalcon removed. Ms. Drakerfalcon then accused Ms. Walton of bringing a digital camera to the store to take pictures in an attempt to get Ms. Drakerfalcon removed from her position. Ms. Drakerfalcon told Ms. Walton that any employee reprimands previously issued by Ms. Walton would be deemed void and discarded. Ms. Drakerfalcon prohibited Ms. Walton from speaking to other employees and prohibited the other employees from speaking to Ms. Walton. When Ms. Walton attempted to enter the office to place money from the cash registers into the safe pursuant to Dollar General procedure, Ms. Drakerfalcon refused her entry. On at least two occasions during March 5, Ms. Drakerfalcon told Ms. Walton, "You're a retard." Ms. Drakerfalcon directed her final utterance of this remark at Ms. Walton as Ms. Drakerfalcon left the store at the end of her workday.

Ms. Walton had come to work on March 5 at the request of Ms. Drakerfalcon, despite the fact that she had suffered a workplace injury to her foot on March 3 that had necessitated a doctor visit on March 4. Ms. Walton's doctor had instructed her to sit down and put her foot up for 15 minutes every hour and Ms. Walton had properly notified Ms. Drakerfalcon of the medical restriction. On March 5, Ms. Drakerfalcon told Ms. Walton that she could not rest and elevate her foot as her doctor had constructed because the store was too busy.

On March 6, District Manager Jane Steiert was in the Independence store when Ms. Walton's mother delivered Ms. Walton's resignation letter and Ms. Walton's keys to the store. Ms. Drakerfalcon quit her employment with Dollar General on April 1.

REASONING AND CONCLUSIONS OF LAW:

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.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 698, 612 (Iowa 1980) and Peck v. EAB, 492 N.W.2d 438 (Iowa App. 1992). 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. See 871 IAC 24.25.

Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See 871 IAC 24.26(4). The test is whether a reasonable person would have quit under the circumstances. See Aalbers v. Iowa Department of Job Service, 431 N.W.2d 330 (Iowa 1988) and O'Brien v. Employment Appeal Bd., 494 N.W.2d 660 (1993). Aside from quits based on medical reasons, prior notification of the employer before a resignation for intolerable or detrimental working conditions is not required. See Hy-Vee v. EAB, 710 N.W.2d (Iowa 2005).

The greater weight of the evidence in the record establishes that Ms. Drakerfalcon intentionally and maliciously did her best on March 5 to make Ms. Walton so miserable in the employment that she would want to quit. The greater weight of the evidence in the record establishes intolerable and detrimental working conditions that would have prompted a reasonable person to quit the employment. The administrative law judge concludes that Ms. Walton quit the employment for good cause attributable to the employer. Accordingly, Ms. Walton is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to Ms. Walton.

DECISION:

The claims representative's March 26, 2007, reference 01, decision is affirmed. The claimant voluntarily quit the employment for good cause attributable to the employer. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/kjw