IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU

SHANNON PORTER Claimant **ROBERT HALF INTERNATIONAL INC** Employer	**APPEAL 22A-UI-06889-SN-T** **ADMINISTRATIVE LAW JUDGE DECISION** **OC: 02/20/22** **Claimant: Appellant (2)**

Iowa Code § 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

The claimant, Shannon Porter, filed an appeal from the March 17, 2022, (reference 01) unemployment insurance decision that denied benefits based upon her voluntary quit. The parties were properly notified about the hearing. A telephone hearing was held on April 28, 2022. The claimant participated and testified. The employer did not participate. Official notice was taken of the agency records. Exhibits A, B, C, D, and E were received into the record.

ISSUE:

Was the separation a layoff, discharge for misconduct or voluntary quit without good cause attributable to the employer?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds:

The claimant was employed full-time in several roles from April 2021, until she was separated from employment on January 24, 2022, when she quit. The claimant reported directly to Supervisor Melissa Bolton.

On January 24, 2022, Ms. Bolton asked the claimant through email what she was not able to log into. The claimant replied that she was able to get into Microsoft Teams, but that did not have access to any of her other equipment. The claimant provided a copy of these email exchange. (Exhibit B) Later that day, the claimant informed Ms. Bolton, “All my accounts have expired. I have no login information.” The claimant provided a copy of this email. (Exhibit E)

On January 31, 2022, the claimant sent an email to the employer’s designated Centene Open Enrollment email asking if there was a way to figure out what was taking so long in extending her contract and access to her equipment. The Centene Open Enrollment email replied that there was not any information regarding access or extension of contracts yet and asked for her to be patient. The claimant provided a copy of these email exchange. (Exhibit A)

On February 2, 2022, Ms. Bolton sent an email to Mikaela Hoyt informing her that the claimant was one of the agents that "date ended" and lacked access to submit her final timecard. Ms. Bolton added that she filled out the claimant's timecard on January 28, 2022. (Exhibits C and D)

On February 2, 2022, the claimant resigned by email. The claimant explained, "This project is a mess and getting my hours paid and issues dealt with is non-existent, and is absolutely nothing as specified in the contract layout. I am having to adhere to the structure of my working environment and be accountable for strict working hours and availability, then I should be able to count on access to payroll and systems used to complete my daily tasks for the job and contract that I have been assigned. I have continued to address these issues with supervisors and other leads as directed with no solution. Even to tag others into the email with still no solutions. Attached are my final time reports." The claimant was shorted on her last paycheck by several hundred dollars. She was not paid this money until the following week.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes claimant's separation from the employment was with 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.

Claimant had an intention to quit and carried out that intention by tendering a written resignation. As such, claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). "Good cause" for leaving employment must be that which is reasonable to the average person, not the overly sensitive individual or the claimant in particular. *Uniweld Products v. Indus. Relations Comm'n*, 277 So.2d 827 (Fla. Dist. Ct. App. 1973).

"Good cause attributable to the employer" does not require fault, negligence, wrongdoing or bad faith by the employer. *Dehmel v. Employment Appeal Bd.*, 433 N.W.2d 700, 702 (Iowa 1988)("[G]ood cause attributable to the employer can exist even though the employer is free from all negligence or wrongdoing in connection therewith"); *Shontz v. Iowa Employment Sec. Commission*, 248 N.W.2d 88, 91 (Iowa 1976)(benefits payable even though employer "free from fault"); *Raffety v. Iowa Employment Security Commission*, 76 N.W.2d 787, 788 (Iowa 1956)("The good cause attributable to the employer need not be based upon a fault or wrong of such employer."). Good cause may be attributable to "the employment itself" rather than the employer personally and still satisfy the requirements of the Act. *Raffety*, 76 N.W.2d at 788 (Iowa 1956).

The claimant contends that she voluntarily quit due to intolerable working conditions, or unsafe working conditions, because she was not able to access her equipment and her payroll was delayed by a week. As such, if claimant establishes that she left due to intolerable or detrimental or unsafe working conditions, benefits would be allowed.

Generally, notice of an intent to quit is required by *Cobb v. Employment Appeal Board*, 506 N.W.2d 445, 447-78 (Iowa 1993), *Suluki v. Employment Appeal Bd.*, 503 N.W.2d 402, 405

(Iowa 1993), and *Swanson v. Employment Appeal Bd.*, 554 N.W.2d 294, 296 (Iowa Ct. App. 1996). These cases require an employee to give an employer notice of intent to quit, thus giving the employer an opportunity to cure working conditions. Accordingly, in 1995, the Iowa Administrative Code was amended to include an intent-to-quit requirement. The requirement was only added, however, to rule 871-24.26(6)(b), the provision addressing work-related health problems. No intent-to-quit requirement was added to rule 871-24.26(4), the intolerable working conditions provision. Our supreme court concluded that, because the intent-to-quit requirement was added to 871-24.26(6)(b) but not 871-24.26(4), notice of intent to quit is not required for intolerable working conditions. *Hy-Vee, Inc. v. Employment Appeal Bd.,* 710 N.W.2d 1 (Iowa 2005).

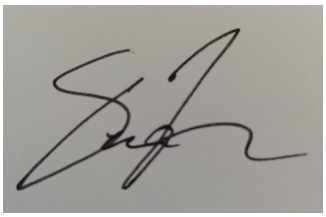
Iowa Admin. Code r. 871-24.26(4) provides:

> 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:
>
> (4) The claimant left due to intolerable or detrimental working conditions.

The administrative law judge finds the claimant quit due to intolerable working conditions. At the time of the claimant's resignation, she could not access the equipment necessary to work her position and she was having difficulty getting her payroll in. These are intolerable working conditions because a reasonable worker would find continuing to work for an employer who does not provide functioning equipment tolerable. Furthermore, the claimant was not paid on time.

DECISION:

The March 17, 2022, (reference 01) unemployment insurance decision is reversed. The claimant quit with good cause attributable to the employer. Benefits are granted, provided she is otherwise eligible.



Sean M. Nelson
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May 27, 2022
Decision Dated and Mailed

smn/kmj