

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**SONDRA C UNSELD**  
Claimant

**APPEAL NO. 09A-UI-06405-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**HY-VEE INC**  
Employer

**Original Claim: 04/05/09  
Claimant: Appellant (1)**

Section 96.5-1 – Voluntary Leaving

**STATEMENT OF THE CASE:**

Sondra C. Unseld (claimant) appealed a representative's April 22, 2009 decision (reference 01) that concluded she was not qualified to receive unemployment insurance benefits after a separation from employment from Hy-Vee, Inc. (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on May 21, 2009. The claimant participated in the hearing. Tim Speir of Unemployment Insurance Services appeared on the employer's behalf and presented testimony from two witnesses, Kim Proctor and Ron Gillman. 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 July 18, 2008. She worked part time (approximately 35 hours per week) as a clerk in the delicatessen at the employer's Storm Lake, Iowa store. Her last day of work was March 10, 2009. She resigned as of that date and did not return for her scheduled work thereafter.

The claimant had originally scheduled some time off at the end of February and the first part of March as vacation so she could make a trip back to her prior home in Chicago. Because of other personal issues affecting the claimant that came up in Storm Lake, she cancelled her trip and vacation, but indicated she would want to make the trip to Chicago at some point in the unspecified future.

By March 8 the employer had scheduled the claimant through March 22, including March 9, March 10, March 11, March 13, March 14, and March 15, and approximately 40 hours for the week ending March 22, as the claimant had agreed to cover for an employee who was going to be off work that week. However, on or about March 9 the claimant discovered that she could get a ride to Chicago with her son on the weekend of March 13. As a result, on March 8 or

March 9 the claimant wrote a note to her supervisor, Mr. Gillman, as well as writing on her work schedule and the employer's calendar that she wanted to be off work to make her trip to Chicago from the 13th through the 15th. Mr. Gillman saw the note early on March 10 and spoke to the store operations director, indicating that he was not able to agree to the claimant's time request due to staffing issues; he asked the store operations director to explain to the claimant that she could not have the time off unless she arranged for coverage.

The store operations director did speak to the claimant when she came in for her shift on March 10 at 12:00 p.m.; he explained that she could not have the time off unless she found her own coverage. After some further discussion and contact by the claimant with other deli clerks, two of the days could be covered, but not the third.

The claimant finished her shift early on March 10, as business was slow. Before she left, she wrote two notes, one for the operations director and the other for Mr. Gillman, indicating she was leaving, and generally referring to her reason as being because the employer would not allow her to take the time off when she asserted the employer had known she was going to be requesting time off. A further reason she decided to quit was that during the evening the operations director had pointed out a spot on a wall a few feet from the delicatessen and had directed the claimant to clean that area since business was slow. The claimant felt offended by this and felt the director was instructing her to do this to demean her. However, cleaning walls in the area was a common task performed by all levels of employees, including Mr. Gillman.

The claimant indicated in her resignation notes that she was giving a two-week notice and was going to further discuss the situation with Mr. Gillman and Ms. Proctor, the manager of the perishables department of which the delicatessen was a part. However, the claimant then determined not to return to work after March 10.

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

If the claimant voluntarily quit her employment, she is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer. Iowa Code § 96.5-1.

Rule 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 and an action to carry out that intent. Bartelt v. Employment Appeal Board, 494 N.W.2d 684 (Iowa 1993); Wills v. Employment Appeal Board, 447 N.W.2d 137, 138 (Iowa 1989). 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 she 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 her. Iowa Code § 96.6-2. The claimant has the burden of proving that the voluntary quit was for a good cause that would not disqualify her. Iowa Code § 96.6-2. 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), (22). Quitting because a request for time off or vacation is not granted is not good cause. 871 IAC 24.25(25). Leaving because of unlawful, intolerable, or detrimental working conditions would be good cause. 871 IAC 24.26(3), (4). The claimant 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 her burden. Benefits are denied.

**DECISION:**

The representative's April 22, 2009 decision (reference 01) is affirmed. The claimant voluntarily left her employment without good cause attributable to the employer. As of March 10, 2009, benefits are withheld until such time as the claimant has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

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