

ISSUE:

Did the claimant voluntarily quit his employment for reasons that qualify him to receive benefits, or did the employer discharge the claimant for work-connected misconduct?

FINDINGS OF FACT:

The claimant started working for the employer on January 2, 2004. The claimant had worked for the previous owner. When the employer took over the business, the employer continued the claimant's employment. The claimant worked full-time on warranty claims. Adams was the claimant's supervisor.

During his employment, the employer noticed a personality conflict existed between the claimant and Bremser. At times, employees felt like they worked in an eggshell-type environment because some employees, including the claimant, would become upset over trivial situations. At various times, the claimant swore at work and sometimes Bremser swore while at work.

On July 15, 2005, the claimant became frustrated for a number of reasons. Sometime after 2:30 p.m. when the claimant asked Bremser what work had been completed on a specific customer's vehicle, Bremser became frustrated and told the claimant that he could not remember every F_____ order. The claimant did not say anything but was upset with this comment because Bremser made the comment loud enough for customers to hear and made the comment in front of other employees. About an hour later, the claimant asked Bremser about the price of cups Bremser was putting away. Bremser again swore when he told the claimant that he did not know the price of the cups and if the claimant did not want the cups, he could take them off the shelf.

Around 4:30 p.m., the claimant called Adams to report that Bremser swore in front of a customer that afternoon. Since Bremser had already left for the day and Adams was busy with a customer, Adams indicated he would talk to the claimant later about this issue. While Adams intended to look into the claimant's report, he did not have time to do this on July 15. When the claimant punched out, Adams was in a hurry to get to a family function. The claimant was upset that Adams had not said anything to him about Bremser's use of profanity. The claimant started verbally venting his frustration when he gave Adams his two-weeks' notice. The claimant even told Adams he would not have his store key for long.

On Saturday, Adams called the claimant to talk to him about the incident the day before. The claimant still expressed frustration because he wanted to talk to Adams in person instead of over the phone. On Saturday, the claimant did not indicate he had made a mistake by telling the employer he was quitting.

When the claimant came to work on Monday, the employer accepted the claimant's resignation. When the claimant asked if there was any way this could be worked out, the employer indicated no because it was evident the claimant was not happy at work. The claimant worked until July 29 or the end of his two-week notice.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if he voluntarily quits employment without good cause, or an employer discharges him for reasons constituting work-connected misconduct. Iowa Code §§96.5-1, 2-a. The claimant voluntarily quit on July 15 when he told the employer he was putting in his two-weeks' notice and made the comment that he was turning in his keys. On Monday, July 18, 2005, the claimant attempted to rescind his resignation, but the employer had already accepted it. Once a claimant has notified an employer of his intent to quit, the employer is not obligated to let the employee change his mind and rescind his resignation. On July 18, the employer declined the claimant's attempt to rescind his resignation notice.

If a claimant voluntarily quits, he has the burden to establish he quit with good cause attributable to the employer. Iowa Code §96.6-2. The law presumes a claimant voluntarily quits without good cause when he leaves employment because of dissatisfaction with the work environment or because of a personality conflict with a supervisor. 871 IAC 24.25(21) and (22).

The facts reflect July 15 was a stressful and frustrating day for the claimant. After the claimant reported Bremser's inappropriate comments, he expected the employer to address his concerns in some way immediately. The claimant did not realize the employer intended to address this issue, but not on July 15 because Bremser had already gone home and Adams was late for a family function. While it is unfortunate that the employer did not tell the claimant his complaint would be addressed by Monday, the employer was busy with customers and then a family function. The employer did not realize how frustrated the claimant was on July 15. By the time the claimant punched out at the end of the day, he was very frustrated. Unfortunately, the claimant vented his frustration by giving the employer his two-weeks' notice. Even though the claimant was upset, when he put in his two-weeks' notice, he intended to quit because the employer did not immediately address Bremser's inappropriate comments in the presence of employees and customers.

The claimant established personal reasons for quitting. These reasons do not constitute good cause for unemployment insurance purposes. The facts further reveal that after the claimant had an opportunity to calm down and reflect, he tried to rescind his resignation. This supports the conclusion that the claimant quit for reasons that do not qualify him to receive benefits. As of July 31, 2005, the claimant is not qualified to receive unemployment insurance benefits.

DECISION:

The representative's September 2, 2005 decision (reference 01) is affirmed. The claimant voluntarily quit his employment on July 15 when he gave the employer his two-weeks' notice. The claimant had personal reasons for quitting, but these reasons do not qualify him to receive unemployment insurance benefits. The claimant is disqualified from receiving unemployment insurance benefits as of July 31, 2005. This disqualification continues until he has been paid ten times his weekly benefit amount for insured work, provided he is otherwise eligible. The employer's account will not be charged.

dlw/kjf