

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

ANNIE MCKINLEY

Claimant

APAC CUSTOMER SERVICES INC

Employer

APPEAL 15A-UI-06190-SC-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 05/03/15

Claimant: Appellant (1)

Iowa Code § 96.5(1) – Voluntary Quitting

STATEMENT OF THE CASE:

The claimant filed an appeal from the May 22, 2015, (reference 01) unemployment insurance decision that denied benefits based upon the determination she quit her employment without good cause attributable to the employer. The parties were properly notified about the hearing. A telephone hearing was held on June 30, 2015. Claimant Annie McKinley participated personally with witness Amanda Wyers. Employer APAC Customer Services, Inc. participated through Senior Delivery Manager for the NY Times Chad Rose and Human Resources Generalist Tammy Mason.

ISSUE:

Did claimant voluntarily quit the employment with good cause attributable to employer?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full time from January 28, 2013, and was separated from employment on May 9, 2015, when she quit her employment. Claimant reported to Operations Manager (OM) Joshua Macks. Claimant believed she was a Customer Relations Manager (CRM) Analyst while employer believed she was a Customer Service Representative (CSR).

In November 2014, claimant received an email regarding her position from Corporate Human Resources representative Sonya Johnson. In the email, Johnson proposed changing claimant's hourly wage to a slightly higher rate for a new position as a Client Coordinator. At the time, the rate of pay was higher than claimant's current hourly wage. However, by the time the Client Coordinator position posted in the spring of 2015, it would have been a reduction in pay for claimant. The Client Coordinator position would also have reported directly to Rose who was Macks' direct supervisor.

On March 4, 2015, claimant reported her dissatisfaction with Rose and his management style to Mason. Rose would receive communication from the vendor and would not communicate it to claimant in a timely fashion which would make any mistake or delay in service appear to be her fault. On March 23, 2015, claimant sent an email to Johnson outlining the same information.

On March 30, 2015, claimant's desk, which she shared with Wyers, was ransacked. Claimant arrived at work to find her computer monitor, paperwork, and personal items strewn about the top of the desk. She reported this to Mason who watched the video from the time the incident occurred. Mason discovered the janitorial staff used a backpack vacuum cleaner with a cord which was plugged in by claimant's desk. The cord from the vacuum cleaner caused the disruption to claimant's desk. Mason contacted the janitorial company to discuss the issue.

After March 30, Rose instructed claimant she was no longer allowed to participate in OM meetings or socialize with OMs outside of the office. Claimant had previously been allowed to engage in these activities; however, it was causing other CSRs to complain about favoritism. Claimant was also informed she was an agent and could dress in jeans along with the other agents.

On April 20, 2015, claimant's desk was ransacked again. She reported it to Mason who watched the video and again determined it was due to the janitorial staff. Employer terminated its contract with the janitorial staff.

On April 28, 2015, claimant and Wyers obtained a copy of the Client Coordinator job description. Claimant was encouraged by Rose to apply for this position working with the vendor. However, she would have continued to be employed as a CRS if she did not apply for or receive the position. On May 9, 2015, claimant could no longer tolerate working in the conditions described so she typed up her resignation and submitted it to management and the vendor. Her notice was effective immediately.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes claimant's separation from the employment was without 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.

Iowa Admin. Code r. 871-24.26(1) 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:

- (1) A change in the contract of hire. An employer's willful breach of contract of hire shall not be a disqualifiable issue. This would include any change that would jeopardize the worker's safety, health or morals. The change of contract of hire must be substantial in nature and could involve changes in working hours, shifts, remuneration, location of employment, drastic modification in type of work, etc. Minor changes in a worker's routine on the job would not constitute a change of contract of hire.

Iowa Admin. Code r. 871-24.25(21) and (22) provide:

Voluntary quit without good cause. 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. The employer has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code § 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code § 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

(21) The claimant left because of dissatisfaction with the work environment.

(22) The claimant left because of a personality conflict with the supervisor.

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). A voluntary leaving of employment requires an intention to terminate the employment relationship accompanied by an overt act of carrying out that intention. *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980).

Claimant argues a change in position from CSM Analyst to CRS or Client Coordinator was one of the reasons she left her employment. There were no documents provided by either party stating claimant's actual job title. However, the only changes claimant discussed when stating she was removed from the CSM Analyst position was not being allowed to attend management meetings and wearing jeans. There was no change in hours, job duties, or pay in March 2015. The change to Client Coordinator may have involved a decrease in hourly wage; however, claimant had not yet applied for the position and she could have chosen to continue working as a CRS. There was no change in contract which would have provided good cause attributable to the employer for her decision to quit.

Claimant's other reasons for leaving her position included not agreeing with Rose's management style, the ransacking of her desk, and a lack of response from Human Resources. Employer acted promptly when handling the issue of claimant's desk. While claimant did not agree with Rose's management decisions, he did not behave in an inappropriate or unprofessional manner. Claimant's decision to quit because she did not agree with the supervisor about various issues was not for a good-cause reason attributable to the employer. While claimant's leaving the employment may have been based upon good personal reasons, it was not for a good-cause reason attributable to the employer according to Iowa law.

DECISION:

The May 22, 2015, (reference 01) unemployment insurance decision is affirmed. Claimant voluntarily left the employment without good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Stephanie R. Callahan
Administrative Law Judge

Decision Dated and Mailed

src/css