

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MARY S MCGEORGE**  
Claimant

**APPEAL NO. 11A-UI-11999-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**MARRIOTT HOTEL SERVICES INC**  
Employer

**OC: 08/14/11  
Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Quit

**STATEMENT OF THE CASE:**

Marriott Hotel Services, Inc. filed a timely appeal from a representative's decision dated September 2, 2011, reference 01, which held the claimant eligible to receive unemployment insurance benefits. After due notice was issued, a telephone hearing was held on October 6, 2011. The claimant participated personally. The employer participated by Ms. Jody Shannon, human resource manager, and Ms. Christy Haxmeier, front desk manager.

**ISSUE:**

At issue is whether the claimant left employment with good cause attributable to the employer.

**FINDINGS OF FACT:**

Having considered the evidence in the record, the administrative law judge finds: Mary McGeorge was employed by Marriott Hotel Services, Inc. from July 10, 2011, until August 9, 2011, when she voluntarily left employment. Ms. McGeorge initially applied for the position of at-your-service agent, but was hired in the position of senior night auditor, a position which also required at-your-service responsibilities. Ms. McGeorge was paid by the hour. Her immediate supervisor Aaron Gaither.

Ms. McGeorge was hired into the position of senior night auditor although she did not fare well on the testing that was given by the employer prior to employment for that job position. It appears that Ms. McGeorge did not fully understand, initially, that she would be required to perform night auditor functions, because she believed that she was being hired as a service agent (front desk clerk). The claimant continued in the training position for approximately one month before quitting employment.

During the training that was provided by the employer, Ms. McGeorge experienced repeated difficulty in learning the employer's systems and the claimant believed that her immediate supervisor, Mr. Gaither, was unhelpful and critical of her need for additional training. The claimant, on a number of occasions, had expressed to hotel management her belief that she would be terminated because she was not learning quickly enough. Although Mr. Gaither's statements seem to confirm that to the claimant, the company's human resource department

urged Ms. McGeorge to remain employed and to continue attempting to learn the employer's complex and specific ways of doing business. It appears that Ms. McGeorge made repeated statements reflecting the belief that the factors of her employment were causing her great stress.

On or about August 9, 2011, Ms. McGeorge was instructed by her psychiatrist that the stress associated with her employment at the Marriott Hotel was causing the claimant undue stress and advised Ms. McGeorge to leave her employment. The claimant tendered her resignation that evening by leaving a voice mail specifically citing the fact that she had been advised to leave her employment by her doctor. For reasons that are unclear, the employer elected to pay Ms. McGeorge through August 15, 2011, although he claimant had tendered her resignation effective August 9, 2011.

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

For reasons that follow, the administrative law judge concludes the claimant voluntarily left her employment with good cause attributable to the employer.

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.

871 IAC 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.

The evidence in this case shows that Ms. McGeorge initially applied for the position of a service agent (front desk clerk) and during testing showed that she had substantial deficiencies for being placed in a company position of night auditor. Marriott Hotels nevertheless hired Ms. McGeorge in the hopes of training her in both positions. The claimant found the training to be arduous and experienced repeated difficulties with her immediate supervisor providing adequate training and also making negative statements to the claimant about her progress. The claimant continued to attempt to learn the complicated job requirements of filling both job positions and was routinely told by her supervisor that her job progress was not satisfactory.

Ms. McGeorge followed a reasonable course of action by bringing her concerns to the attention of management and, although reassured, Ms. McGeorge continued to feel that her job was in jeopardy based upon the statements made by her supervisor and her ongoing difficulty in

learning the employer's systems. The employer was aware that the claimant was experiencing substantial stress related to her job training and the issues with her immediate supervisor.

The administrative law judge finds the claimant's testimony that she was advised to leave work by her psychiatrist to be credible and finds that her testimony is not inherently improbable. The claimant had made repeated references to the stress caused by the employment and her difficulty in working with her supervisor.

The administrative law judge concludes that the claimant left employment based upon what she reasonably considered to be a change in the agreement of hire and, more specifically, because she had been advised to leave employment by her psychiatrist based upon the factors of her employment. The administrative law judge thus concludes the claimant left employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, provided the claimant is otherwise eligible.

**DECISION:**

The representative's decision dated September 2, 2011, reference 01, is affirmed. The claimant quit employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, provided the claimant is otherwise eligible.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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