IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS

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

SYDNEY G BRONSTON
Claimant

CHECK INTO CASH OF IOWA INC
CHECK INTO CASH
Employer

APPEAL NO. 08A-UI-03029-JTT

ADMINISTRATIVE LAW JUDGE
AMENDED DECISION

OC: 06/17/08 R: 01
Claimant: Respondent (2)

Iowa Code Section 96.5(1) – Voluntary Quit
Iowa Code Section 96.3(7) – Recovery of Overpayment

STATEMENT OF THE CASE:

Check Into Cash of Iowa, Inc., filed a timely appeal from the March 17, 2008, reference 02, decision that allowed benefits. After due notice was issued, a hearing was held on April 10, 2008. Claimant Sydney Bronston participated. Robin Barrens represented the employer. The administrative law judge took official notice of the Agency's record of benefits disbursed to the claimant.

ISSUE:

Whether the claimant's voluntary quit was for good cause attributable to the employer.

Whether the claimant has been overpaid unemployment insurance benefits in connection with the "additional claim" that was effective February 24, 2008.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Sydney Bronston was employed by Check Into Cash of Iowa, Inc., as a full-time Assistant Manager from August 10, 2007 until February 23, 2008, when she voluntarily quit. Ms. Bronston's immediate supervisor was Robyn Behrens, District Manager. The employer is a payday loan company. Ms. Bronston's duties included all aspects of operating the store to which she was assigned. These duties included waiting on payday loan customers, performing daily paperwork, and make bank runs. Ms. Bronston generally worked by herself Monday through Thursday and with another employee on Fridays and Saturdays, which were the employer's busier days. On Monday through Thursday, Ms. Bronston might handle anything from a few transactions up to 25 to 30 transactions. On weekends, when another employee would be present, the two employees might handle 70 to 150 transactions. The store's hours of operation were Monday through Thursday, 10:00 a.m. to 6:00 p.m., Friday, 10:00 a.m. to 7:00 p.m., and Saturday, 10:00 a.m. to 3:00 p.m. Ms. Bronston generally started her day at 8:30 a.m. Ms. Bronston worked approximately 48 hours per week. After she gave her resignation, Ms. Bronston worked closer to 57 hours per week until the employment ended.

The employer had multiple "panic buttons" in the workplace that Ms. Bronston could use to summon law enforcement. While Ms. Bronston was employed by Check Into Cash, there were no alarming incidents in the store and Ms. Bronston had no need to summon law enforcement. The employer did have a safe in the workplace. Instead, employees worked from a cash register and carefully regulated the amount of cash on hand. Ms. Bronston expressed no concerns regarding store security during the employment and the employer did not expect Ms. Bronston to do anything that placed her at risk.

On January 26, 2008, Ms. Bronston submitted her written resignation to Ann Walker, who managed the employer's other Sioux City location. In her written resignation, she Ms. Bronston stated the following:

> Dear Robyn,
>
> Please make sure the customer gets this. Whether through neglect or incompetence, I feel responsible.
>
> That being said, consider this my letter of resignation and two weeks notice, with employment ending on Saturday, February 9, 2008.
>
> I have enjoyed working with you and Ann and especially Megan. But this job has been very stressful and overwhelming for me and I no longer think my employment will be beneficial to either one of us.
>
> Thank you for everything.
>
> Sincerely,
>
> Sydney Bronston

The matter Ms. Bronston was referring to at the start of her resignation letter concerned a transaction Ms. Bronston had handled in the middle of January. Ms. Bronston had accidentally shorted a customer $60.00 when making change. The customer complained the next day. Ms. Behrens reviewed surveillance records and was able to conclude that Ms. Bronston had not given the customer the correct amount. On January 24, Ms. Behrens asked Ms. Bronston about the transaction, but Ms. Bronston could not recall the transaction. Ms. Behrens did not accuse Ms. Bronston of intentional misconduct. Ms. Bronston's resignation letter followed two days later.

Though Ms. Bronston cited stress as a factor in her decision to quit the employment, Ms. Bronston's stress did not prompt her to consult with a physician or other healthcare provider.

At the time Ms. Bronston submitted her resignation the employer was short on staff. Ms. Bronston agreed to stay on until the employer hired a new employee and worked until February 23, 2008. The employer continued to have work available to her.

Ms. Bronston established an "additional claim" for unemployment insurance benefits that was effective February 24, 2008 and has received benefits totaling $1,044.00 in connection with the "additional claim."

REASONING AND CONCLUSIONS OF LAW:

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.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 698, 612 (Iowa 1980) and Peck v. EAB, 492 N.W.2d 438 (Iowa App. 1992). 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. See 871 IAC 24.25.

Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See 871 IAC 24.26(4). The test is whether a reasonable person would have quit under the circumstances. See Aalbers v. Iowa Department of Job Service, 431 N.W.2d 330 (Iowa 1988) and O'Brien v. Employment Appeal Bd., 494 N.W.2d 660 (1993). Aside from quits based on medical reasons, prior notification of the employer before a resignation for intolerable or detrimental working conditions is not required. See Hy-Vee v. EAB, 710 N.W.2d (Iowa 2005).

A claimant is presumed to have voluntarily quit without good cause attributable to the employer if the claimant left because of dissatisfaction with the work environment. See 871 IAC 25(21).

A claimant is presumed to have voluntarily quit without good cause attributable to the employer if the claimant left because the claimant felt that the job performance was not to the satisfaction of the employer, but the employer had not requested the claimant to leave and continued work was available. See 871 IAC 24.25(33).

The evidence in the record fails to establish intolerable and/or detrimental working conditions that would have prompted a reasonable person to quit the employment. While Ms. Bronston may have been uncomfortable working alone at a payday loan establishment, the evidence does establish that the employer asked or required Ms. Bronston to do anything that placed her at unreasonable risk. The employer had provided video surveillance equipment. The employer had provided "panic buttons" as a ready means to alert and summon law enforcement. The employer carefully regulated the amount of cash on hand. The employer had procedures in place so that Ms. Bronston would not have to make bank runs alone after dark. Indeed, Ms. Bronston testified that she had encountered no alarming situation during her employment. Ms. Bronston's resignation letter, and the fact that Ms. Bronston was willing to provide almost a month's notice of her quit, also argue that the working conditions were not intolerable or detrimental. The evidence indicates instead that Ms. Bronston voluntarily quit the employment in response to learning that she had made a $60.00 mistake when she made change for a customer. Ms. Bronston's resignation letter, and the weight of evidence, indicates that Ms. Bronston's quit was prompted by Ms. Bronston's dissatisfaction with her own performance. However, the employer had not requested that Ms. Bronston leave the employment and continued to have work available for Ms. Bronston.

Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that Ms. Bronston voluntarily quit the employment without good cause attributable to the employer. Accordingly, Ms. Bronston is disqualified for benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The employer's account shall not be charged for benefits paid to Ms. Bronston.

Iowa Code section 96.3-7 provides:

> 7. Recovery of overpayment of benefits. If an individual receives benefits for which the individual is subsequently determined to be ineligible, even though the individual acts in good faith and is not otherwise at fault, the benefits shall be recovered. The department in its discretion may recover the overpayment of benefits either by having a sum equal to the overpayment deducted from any future benefits payable to the individual or by having the individual pay to the department a sum equal to the overpayment.
>
> If the department determines that an overpayment has been made, the charge for the overpayment against the employer's account shall be removed and the account shall be credited with an amount equal to the overpayment from the unemployment compensation trust fund and this credit shall include both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

Because Ms. Bronston had been deemed ineligible for the benefits she received in connection with the "additional claim" she established on February 24, 2008, the evidence establishes that Ms. Bronston had been overpaid benefits in the amount of $1,044.00. Ms. Bronston must repay the benefits to Iowa Workforce Development.

DECISION:

The Agency representative's March 17, 2008, reference 02, decision is reversed. The claimant voluntarily quit the employment without good cause attributable to the employer. The claimant is disqualified for benefits until she has worked in a been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The employer's account shall not be charged. The claimant is overpaid $1,044.00.

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James E. Timberland
Administrative Law Judge

_____
Decision Dated and Mailed

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