

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

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Appeal Number: 05A-UI-03740-DT
OC: 03/13/05 R: 01
Claimant: Appellant (1)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5-1 – Voluntary Leaving
Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

Tim J. Helmers (claimant) appealed a representative's April 1, 2005 decision (reference 01) that concluded he was not qualified to receive unemployment insurance benefits beginning April 3, 2005 after a separation from employment from GKN Armstrong Wheels, Inc. (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on May 2, 2005. The claimant participated in the hearing and was represented by Kevin Sander, attorney at law. Michelle Nicoson appeared on the employer's behalf and presented testimony from two witnesses, Brian Craig and Tim Skrepack. During the hearing, Claimant's Exhibit A was entered into evidence. 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:

Was there a disqualifying separation from employment either through a voluntary quit without good cause attributable to the employer or through a discharge for misconduct?

FINDINGS OF FACT:

After a prior period of employment with the employer, the claimant most recently started working for the employer on February 25, 1998. He worked full time on a salary basis as a machining and press shop supervisor. On March 14, 2005, he tendered his resignation. He indicated he was giving a two-week notice; his last day would have been March 31, 2005. He gave his notice because he was tired of the quantity of work for which he was responsible.

The employer's business had been increasing over the past year, and approximately six to nine months before, the employer had added a third shift. The claimant was responsible for problem resolution on all three shifts, although he did have team leaders on the second and third shifts. On February 16, 2005, the employer hired another supervisor for the third shift who would be able to cover many, although not all, of the claimant's areas of responsibility on the third shift. In the weeks leading up to March 14, 2005 however, the claimant was frequently working about 70 hours per week. This was the primary reason the claimant gave for tendering his resignation; secondarily, the claimant complained that he was making less money than some of the employees on the floor who were getting paid overtime, and he felt that the employer was not sufficiently flexible in granting him use of vacation given the number of hours he was working.

The claimant had partially completed a voluntary quit form on March 14, 2005 with his name, the date, his reason for leaving, and his signature. He left blank his employee number, the time, and the planned effective date of his resignation. However, when he went into the office of the plant manager, Mr. Craig, on the morning of March 14, 2005, he dropped the form on Mr. Craig's desk announcing it was his "two week's notice." He acknowledged to the representative who did the fact-finding interview that he had intended his last day of work to be March 31, 2005. Mr. Craig told the claimant he would discuss the matter with him later.

Mr. Craig mentioned the claimant's notice to the claimant's immediate supervisor, Mr. Skrepak, who was then the business unit coach. Mr. Skrepak then talked briefly to the claimant about his concerns. Later yet that morning, the claimant, Mr. Craig, and Mr. Skrepak discussed the claimant's concerns with him for about an hour, and Mr. Craig indicated that he would do some checking into some of the claimant's concerns and get back with him. He then asked the claimant if he was willing to withdraw his resignation, and the claimant declined, indicating he wanted to wait and see what Mr. Craig would come back with the next day.

Mr. Craig was not happy with the way that the claimant had presented his resignation to him, essentially interrupting him while he was in a meeting. He was also unhappy with the claimant's reluctance to rescind his resignation after the meeting in which he had indicated a willingness to try to work on some things for the claimant. He therefore decided to accept the claimant's resignation, and further decided that it would be best if the claimant did not continue to work through his notice period. Therefore, when the claimant arrived for work on March 15, 2005, the employer discharged the claimant.

REASONING AND CONCLUSIONS OF LAW:

There are two separation incidents that must be reviewed in this case. The first created an issue of whether the claimant voluntarily quit, and if so, whether it was for 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 24.25 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. The fact that the claimant had not entirely fill out the voluntary quit form does not negate the fact that he did express his intent not to continue to work with the employer. A voluntary leaving of employment requires an intention to terminate the employment relationship. Bartelt v. Employment Appeal Board, 494 N.W.2d 684 (Iowa 1993). The claimant did exhibit the intent to quit and did act to carry it out. The fact that the employer gave the claimant a chance to withdraw his resignation and the claimant declined does not negate the fact that the resignation was still valid at the time the employer accepted the resignation. Langley v. Employment Appeal Board, 490 N.W.2d 300 (Iowa App. 1992). The claimant would be disqualified for unemployment insurance benefits unless he 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 him. Iowa Code Section 96.6-2. Leaving because of unlawful, intolerable, or detrimental working conditions would be good cause. 871 IAC 24.26(3), (4). 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), (23). While the claimant's work situation was perhaps not ideal at the time, he 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 that burden. Benefits are denied effective April 3, 2005.

The next issue in this case is whether, for the time prior to the effective date of the claimant's quit, the employer discharged the claimant for reasons establishing work-connected misconduct as defined by the unemployment insurance law. The issue is not whether the employer was right to terminate the claimant's employment, but whether the claimant is entitled to unemployment insurance benefits. Infante v. IDJS, 364 N.W.2d 262 (Iowa App. 1984). What constitutes misconduct justifying termination of an employee and what is misconduct that warrants denial of unemployment insurance benefits are two separate decisions. Pierce v. IDJS, 425 N.W.2d 679 (Iowa App. 1988).

A claimant is not qualified to receive unemployment insurance benefits if an employer has discharged the claimant for reasons constituting work-connected misconduct. Iowa Code Section 96.5-2-a. Before a claimant can be denied unemployment insurance benefits, the

employer has the burden to establish the claimant was discharged for work-connected misconduct. Cosper v. IDJS, 321 N.W.2d 6 (Iowa 1982).

Iowa Code Section 96.5-2-a provides:

An individual shall be disqualified for benefits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The individual shall be disqualified for benefits until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

871 IAC 24.32(1)a provides:

Discharge for misconduct.

(1) Definition.

a. "Misconduct" is defined as a deliberate act or omission by a worker which constitutes a material breach of the duties and obligations arising out of such worker's contract of employment. Misconduct as the term is used in the disqualification provision as being limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. On the other hand mere inefficiency, unsatisfactory conduct, failure in good performance as the result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgment or discretion are not to be deemed misconduct within the meaning of the statute.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. Huntoon v. Iowa Department of Job Service, 275 N.W.2d 445, 448 (Iowa 1979).

The sole reason cited by the employer for discharging the claimant is the manner in which he tendered his resignation. Under the circumstances of this case, the claimant's behavior was at worst the result of inefficiency, unsatisfactory conduct, inadvertence or ordinary negligence in an isolated instance, and was a good faith error in judgment or discretion. The claimant's actions were not misconduct within the meaning of the statute, and the claimant is not disqualified from benefits for the period between the discharge and the effective date of his quit.

DECISION:

The representative's April 1, 2005 decision (reference 01) is affirmed. The claimant voluntarily quit without good cause attributable to the employer effective March 31, 2005. The employer's discharge of the claimant prior to the effective date of the quit was not for disqualifying reasons. The claimant is qualified to receive unemployment insurance benefits from March 15, 2005 until

April 2, 2005, if he is otherwise eligible. The employer is chargeable for any benefits paid for that period. As of April 3, 2005, benefits are withheld until such time as the claimant has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer is not chargeable for any benefits after April 2, 2005.

Id/s