

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

MICHAEL DICK
Claimant

BEAVER MOWER INC
Employer

APPEAL NO. 21A-UI-22468-JT-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 04/04/21
Claimant: Appellant (1)

Iowa Code Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

The claimant, Michael Dick, filed a timely appeal from the October 7, 2021, reference 06, decision that disqualified him for benefits and that held the employer's account would not be charged for benefits, based on the deputy's conclusion that claimant voluntarily quit without good cause attributable to the employer. After due notice was issued, a hearing was held on December 1, 2021. The claimant participated. Scott Dawson represented the employer.

ISSUES:

Whether the claimant voluntarily quit without good cause attributable to the employer or was discharged for misconduct in connection with the employment.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant, Michael Dick, was employed by Beaver Mower, Inc., as a full-time mechanic and de facto operations assistant. The claimant began the employment in 2015 and last performed work for the employer on April 5, 2021. The employer's business was a small engine repair shop. Scott Dawson was the business owner and the claimant's immediate supervisor. Prior to the COVID-19 pandemic, the claimant's work hours were 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to noon on Saturday. During the last year of the employment, the claimant left at 4:30 p.m. as needed to attend to childcare matters.

The incident that triggered the separation occurred on April 5, 2021. At about 10:30 a.m., Mr. Dawson approached the claimant with questions regarding the amount of a customer bill for work the claimant had performed. The claimant explained the work he had performed, but the employer continued to question the amount, which the employer deemed excessive. The claimant again attempted to explain the work he had performed, to justify his time in the project and the bill. The employer's voice grew louder. Both parties expressed frustration. The employer directed the claimant to go to the employer's office. The claimant told the employer he was not going to report to the office if the employer was going to yell at him. There was no profanity uttered during the interaction on April 5, 2021. The claimant had not raised his voice. Another mechanic had been working 15 to 20 feet away at the time. The claimant stated he

would just pack up his things and go. The claimant began to pack his belongings in preparation for departing from the workplace. The employer perceived the claimant was drawing out the process and told the claimant that if he was leaving, not to drag it out. The claimant finished packing his personal effects and walked to his vehicle. As the claimant walked to his vehicle, the employer yelled about what the claimant was “doing” to the employer through his departure. The claimant perceived the employer was trying to make the claimant feel bad for a situation the employer had created. The claimant perceived the employer to have compelled him to leave the work place, of discharging him, by telling him to leave more quickly. The employer had not issued any reprimands to the claimant. The claimant and the employer had not had any prior similar confrontations. However, the claimant perceived the employer to engage in bullying behavior directed at staff and customers.

The claimant did not return to perform additional work for the employer.

The employer subsequently sent text messages to the claimant that were primarily aimed at getting the claimant to return to the employment. The claimant did not respond. The claimant's separation had occurred during the employer's busy season. The employer describes the claimant as his right-hand man. The claimant's separation from the employment had a significant negative impact on the employer's business. The employer subsequently sold the business.

REASONING AND CONCLUSIONS OF LAW:

A discharge is a termination of employment initiated by the employer for such reasons as incompetence, violation of rules, dishonesty, laziness, absenteeism, insubordination, or failure to pass a probationary period. Iowa Administrative Code rule 871-24.1(113)(c). A quit is a separation initiated by the employee. Iowa Administrative Code rule 871-24.1(113)(b). 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 Iowa Administrative Code rule 871-24.25.

The weight of the evidence establishes a voluntary quit, rather than a discharge. The claimant expressed an intention to sever the employment relationship on April 5, 2021, when the claimant said he would get his tools and leave. After the claimant expressed an intention to leave the employment, the employer indicated the employer did not want the claimant to draw out the process. The employer did not compel the claimant to leave. The employer had in fact attempted to get the claimant to go to the office to discuss the matter concerning the bill. The claimant elected to leave the employment. The employer continued to attempt to persuade the claimant to return, but the claimant elected not to return.

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

Quits based on a personality conflict with a supervisor, dissatisfaction with the work environment, or in response to a reprimand are presumed to be without good cause attributable to the employer. See Iowa Admin. Code r. 871-24.25(21), (22) and (28).

Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See Iowa Admin. Code r. 871-24.26(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).

The evidence in the record establishes a voluntary quit without good cause attributable to the employer. The claimant left in response to the employer questioning a customer bill. The employer's conduct during the interaction did not create an intolerable and/or detrimental working condition that would have prompted a reasonable person to leave the employment. The claimant elected to leave, rather than deal with the employer's concern about the bill and the employer's approach to handling that matter. The claimant quit due to dissatisfaction with the work environment, due to a personality conflict with the supervisor, and in response to a mild pending reprimand. The claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to 10 times his weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged.

DECISION:

The October 7, 2021, reference 06, decision is affirmed. The claimant voluntarily quit the employment on April 5, 2021 without good cause attributable to the employer. The claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to 10 times his weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged.



James E. Timberland
Administrative Law Judge

January 10, 2022
Decision Dated and Mailed

jet/kmj