

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JANET C GARDEN

Claimant

APPEAL NO. 13A-UI-03123-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

FAMILY COMMUNITY CREDIT UNION

Employer

OC: 02/101/13

Claimant: Appellant (2)

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated March 7, 2013, reference 01, that concluded she voluntarily quit employment without good cause attributable to the employer. A telephone hearing was held on May 6, 2013. The hearing in this case was consolidated with the consent of the parties with appeals 13A-UI-03122, 13A-UI-03124, and 13A-UI-03125. The parties were properly notified about the hearing. The claimant participated in the hearing represented by Roger Sutton, Attorney at Law, and Jackie Meyer, Kimberly Blunt, Megan Williams, and Michael Schear. Elizabeth Meyer, Attorney at Law, participated in the hearing on behalf of the employer with witnesses, William Cavahaugh, Dawn Swaningson, and Jennifer Burton. Exhibits One and A were admitted into evidence at the hearing.

ISSUE:

Did the claimant voluntarily quit employment without good cause attributable to the employer?

FINDINGS OF FACT:

The claimant worked part time for the employer as a teller from January 2, 1997, through February 13, 2013. The claimant voluntarily quit her employment on February 13, 2013, due to detrimental working conditions created by the new credit union president, Dawn Swaningson, as described below. The vice president was Jackie Meyer.

Swaningson replaced retiring president, Michael Schear, at the beginning of January 2013. Schear had been a working manager who handled many of the day-to-day duties that come up in a small credit union, including answering phones and handling loans. He was approachable and open in his communication style.

After Swaningson started working, the claimant and other staff members observed a dramatic difference in Swaningson's management style, which created confusion among the staff and an increase in the claimant's workload and that of other staff members. Swaningson instituted changes in the loan policy, but when the claimant and other staff members posed questions to her about approving loans, they were given conflicting advice. Swaningson did not perform the

tasks that Schear regularly performed, which increased the workload of the claimant and other staff members. The claimant and other staff members complained to Meyer that they were having problems keeping up with the work and were under stress. Meyer complained to Swaningson about this, but no action was taken to address the issues.

At one point Swaningson informed the staff that she had an open-door policy, but in practice, Swaningson stayed in her office with the door closed for most of the day and did not communicate directly with employees. She told the claimant that staff were to direct questions through Meyer. Swaningson normally communicated with the claimant and staff via email or the internal messaging program, CrossTalk. The claimant and other employees became frustrated and complained to Meyer and talked about finding other work. There were times when Swaningson responded that employees should Google to find the answer to a question they had.

On February 1, Don Nosbisch, the president of the board of directors, stopped and asked Meyer about how things were going. Meyer said terrible. Nosbisch replied that they should talk about it sometime. Meyer told Nosbisch that it might be too late because staff were talking about leaving. Nosbisch then said he would give Meyer five minutes. After Meyer told Nosbisch about her complaints and the staff's complaints about Swaningson and the problems it was creating, Nosbisch said he would talk to the hiring committee and Swaningson and take care of things. On February 4, Nosbisch called Meyer and told her that the board needed more time. When Meyer asked if she could send an email documenting the concerns, Nosbisch said yes but to send it only to him. The claimant, Meyer, and other staff collaborated on the email and it was sent to Nosbisch, but Nosbisch never responded back.

On February 6, the chair of the board, Karen Hughes, met with Swaningson. After the meeting, Swaningson yelled at Meyer about an employee working past her shift and was very curt with Meyer.

While Swaningson was out of the office on February 7, Meyer, the claimant, and other employees discussed whether they could handle conditions at work anymore, especially with the lack of board action. They called another board member, Mary Mooberry, who came to the credit union and listened to the employees' concerns. She said that she was shocked and the situation was unacceptable. She said she would try talking to the rest of the board, but she was only one person. She called Nosbisch and said the situation needed to be taken care of immediately. She told the employees that she would contact the hiring committee. She said the employees needed to stick together, but it was only a job, and if they had to leave, they had to leave.

Hughes called Meyer later that night on an unrelated matter, but then asked why the employees had called Mooberry. Meyer explained that it did not seem that the board cared or were listening to them. Hughes replied that they were gathering information. Meyer complained that they were only gathering information from Swaningson, and when Hughes had talked to Swaningson, it only made things worse. When Hughes said she was disheartened to hear that, Meyer replied "how do you think we feel."

On February 8, after Swaningson and Meyer met about a credit union matter, Swaningson asked Meyer how things were going. Meyer did not know what if anything the board had said to Swaningson. She informed Swaningson that her rude treatment of employees and her failure to help out with work was becoming unbearable. Swaningson claimed that Michael Schear had advised her that she did not need to help out with daily work and to avoid stepping on the Meyer's toes.

On February 11, a loan officer - teller Andrea Webster had quit. Swaningson held a meeting with employees, including the claimant, during which she emphasized that she was the boss and if they did not like working there, she could find replacements for them. She also discouraged them from going to the board by telling them the board did what she told them. The same day Mooberry also called and told Meyer that the board had not responded to her emails. In addition, Hughes came into Swaningson's office over the noon hour and spoke to Swaningson. Afterward, when Hughes came into the Meyer's office, Meyer told Hughes that she thought it was ridiculous that they were not all talking together. Hughes suggested Meyer go into Swaningson's office each day and tell her good morning and outline what Swaningson could help them with that day. Meyer expressed that she would be uncomfortable doing that.

On February 12, Nosbisch and Swaningson met in Swaningson's office from about 4:00 p.m. to 6:00 p.m. When Nosbisch left, he told the claimant that he was sorry to hear that Webster had quit but did not indicate what if anything he or the board intended to do to address the staff's complaints about Swaningson.

The conditions at work had caused the claimant's anxiety and stress to the extent that she would go home and cry. She did not feel comfortable bringing questions to Meyer anymore because she knew Meyer was getting the brunt of the ill treatment from Swaningson.

On February 13 the claimant received a phone call from Swaningson telling her that Meyer and the loan officer, Megan Williams, had left employment. She had been considering quitting employment and decided on the way to work that she was going to quit because she did not want to deal with the consequences if she stayed working under Swaningson by herself. When she got to work, she turned in her keys to Swaningson and left.

REASONING AND CONCLUSIONS OF LAW:

The unemployment insurance law disqualifies claimants who voluntarily quit employment without good cause attributable to the employer. Iowa Code § 96.5-1.

871 IAC 24.26(4) 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:

- (4) The claimant left due to intolerable or detrimental working conditions.

The findings of fact show how I resolved the disputed factual issues in this case by carefully assessing of the credibility of the witnesses and reliability of the evidence and by applying the proper standard and burden of proof.

The evidence shows Swaningson created intolerable and detrimental working conditions through her course of conduct toward the claimant. She was distant and uncommunicative. She did not assist the claimant and other employees with the work in the credit union, which caused employee dissatisfaction. Swaningson insisted that questions and concerns go through Meyer, in contradiction to her earlier claim that she had an open door. The claimant and other employees complained to Swaningson and to several board members, but the situation did not improve and the claimant was offered no assurance that any effective action would be taken to correct the problems. In fact, the communication from Hughes and Mooberry and lack of

communication from Nosbisch would lead a reasonable person to believe that nothing was going to change.

The employer argues that the claimant did not give the board enough time to address the problems. The board, however, had plenty of time to sit down with the claimant and other employees and offer them assurance that their complaints had been heard and effective action would be taken. This was not done, and good cause for quitting employment had been proven.

DECISION:

The unemployment insurance decision dated March 7, 2013, reference 01, is reversed. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/css