

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ALYSIA L ROE
Claimant

APPEAL NO. 11A-UI-16558-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

NEWSPAPER HOLD INC
Employer

**OC: 11/27/11
Claimant: Appellant (1)**

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Alysia Roe filed a timely appeal from the December 23, 2011, reference 01, decision that denied benefits. After due notice was issued, a hearing was started on January 26, 2012 and completed on February 7, 2012. Ms. Roe participated personally and was represented by attorney Peter Huber. Martin Cody represented the employer and presented additional testimony through Monica Tews and Tracy Countryman. Exhibit One was received into evidence.

ISSUE:

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

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Alysia Roe was employed by Newspaper Hold, Inc., doing business as the Ottumwa Courier, on a full-time basis from 2001 until November 17, 2011, when she voluntarily quit on short notice. Ms. Roe had begun the employment as a receptionist and was ultimately a supervisor in the employer's classifieds department. Ms. Roe's exact title is a matter of contention. Ms. Roe had been with the employer long enough to work under multiple supervisors. Monica Tews joined the employer in October 2010 as Advertising Sales Manager and became Ms. Roe's immediate supervisor. Ms. Roe and Ms. Tews did not have a good working relationship. Ms. Roe felt that Ms. Tews micromanaged Ms. Roe's work. Ms. Roe felt that Ms. Tews bullied her. Ms. Roe felt that Ms. Tews was quick to accuse Ms. Roe of being disrespectful when Ms. Roe disagreed with Ms. Tews on any topic within their shared responsibility. Martin Cody joined the employer as Publisher on September 6, 2011. Ms. Roe felt slighted when Ms. Tews failed to introduce her to Mr. Cody as a member of the management staff or as the person responsible for the Canary Classifieds project. Mr. Cody became yet another player in the troubled relationship between Ms. Roe and Ms. Tews.

The relationship between Ms. Roe and Ms. Tews took a turn for the worse after the employer initiated the Canary Classifieds project in the spring of 2011. The goal of the Canary Classifieds project was to get rid of overstock yellow paper and generate \$500.00 in weekly revenue until

the paper was used up. Ron Gutierrez, Manager of the employer's Midwest division, placed Ms. Roe in charge of the Canary Classifieds project. Mr. Gutierrez told Ms. Tews that Ms. Roe was to be in charge of the project. Mr. Gutierrez told Ms. Tews she was to focus on other projects and to only play a mentoring role in the Canary Classifieds project. But that is not how things worked out. Ms. Roe found that her decisions were second-guessed or vetoed and that she was relegated to implementing Ms. Tews' decisions concerning the project. Ms. Tews failure to notify the new publisher that Ms. Roe was supposed to be in charge of the Canary Classifieds project fed into the resentment Ms. Roe already felt toward Ms. Tews.

Ms. Roe's work situation took a further turn for the worse toward the end of October, after she sent an email to Mr. Cody complaining about Ms. Tews. Mr. Cody elected to address the problems in the relationship by meeting with both Ms. Roe and Ms. Tews together on October 27. Mr. Cody in essence told Ms. Roe that Ms. Tews was her supervisor and that Ms. Roe needed to adhere to the chain of command. For Ms. Roe, this resolved nothing. Instead, it made matters worse, because Ms. Tews now knew Ms. Roe's various complaints about her and Mr. Cody now appeared to be supporting Ms. Tews to Ms. Roe's detriment. Ms. Roe complained to Mr. Gutierrez. That got her a meeting with Mr. Gutierrez and Mr. Cody, at which Mr. Gutierrez told her in essence to follow the chain of command and let Mr. Cody handle things as he deemed appropriate.

During this time, the employer was preparing to make changes to the Canary Classifieds. The project had outlived its initial purpose by exhausting the yellow paper. Mr. Cody wanted multiple changes to the project to ensure its viability. Instead of gaining control of the project, Ms. Roe now found herself relegated to implementing Mr. Cody's decisions, regardless of whether she agreed with those decisions.

On November 17, Mr. Cody and Ms. Tews met with Ms. Roe for the purpose of discussing problems with legal notices not making it into the newspaper as needed and to discuss staffing issues pertaining to the Friday after Thanksgiving. It had been Ms. Roe's practice to write her time off requests on a calendar that Ms. Tews maintained for that purpose. This was a practice that had been tolerated and approved by Ms. Tews up to that point. The employee handbook provided for a different approach to time off requests involving submission of a written request. Ms. Roe and one of her subordinates, Dana Peck, both wanted the day after Thanksgiving off. Ms. Peck had followed the handbook procedure. Ms. Roe had not. Ms. Roe had written her time off information on Ms. Tews' calendar before Ms. Peck requested the time. Ms. Roe assumed she was approved for the time. Ms. Roe had at one point approved Ms. Peck's request for the same time off. When Ms. Roe then notified Ms. Peck that Ms. Peck would have to work the Friday after Thanksgiving, Ms. Peck went above Ms. Roe with a complaint.

As part of the November 17 meeting, Mr. Cody and Ms. Tews notified Ms. Roe that Ms. Peck was going to get the day off. They told Ms. Roe that she was the supervisor in charge of the classifieds department and that as such, she was responsible for covering the department. They told Ms. Roe that she could either work the Friday after Thanksgiving or take the time to cross train another employee to cover the phones. Ms. Roe heeded only the bit about Ms. Peck getting the time off and Ms. Roe being responsible for coverage. For Ms. Roe, this was the last straw. Within 20 minutes of the meeting coming to a close, Ms. Roe e-mailed Ms. Tews and Mr. Cody notice that she was quitting immediately. Her e-mail message stated: "I can no longer continue to work here under the current conditions. My key is on top of my desk."

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).

Because Ms. Roe initiated the separation from the employment through her voluntary quit, Ms. Roe bears the burden of proving that her work conditions rose to the level of intolerable and/or detrimental working conditions that would prompt a reasonable person to leave the employment. Ms. Roe's problems with her workplace relationships did not rise to that level. The evidence fails to establish that Ms. Tews was in any way abusive in her dealings with Ms. Roe. Ms. Tews might well have been overbearing or micromanaging. These factors are common in many work environments. In some instances, they cross the abuse threshold and give rise to intolerable and/or detrimental working conditions. That was not the case here. In this case, Ms. Tews, and then Mr. Cody, merely pulled rank in connection with decisions concerning the Canary Classified projects. Ms. Roe was understandably unhappy with having her opinions discounted or her decisions set aside, but this would not have prompted a reasonable person to leave and, in fact, is not what prompted Ms. Roe to leave. Ms. Roe left because she felt further wronged by the employer's decision to let Ms. Peck have the day after Thanksgiving off while Ms. Roe was left on the hook for that day. Ms. Roe stopped listening during the meeting when that was being discussed and missed the options the employer provided to her so that she could still take the time. Decisions about time off requests were within the employer's discretion and a reasonable employee would know and accept that. In the end, Ms. Roe quit because she was dissatisfied with her work environment and because of multiple personality conflicts. Quits based on such reasons are presumed to be without good cause attributable to the employer. See 871 IAC 24.25(21) and (22).

Ms. Roe's belated assertion that her quit was somehow based on a medical condition is without merit and, for that reason, need not be further addressed here.

Ms. Roe voluntarily quit the employment without good cause attributable to the employer. Accordingly, Ms. Roe 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. Roe.

DECISION:

The Agency representative's December 23, 2011, reference 01, decision is affirmed. The claimant voluntarily quit the employment without good cause attributable to the employer. The claimant 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.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

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