

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**KATHRYN L DAVIS**  
Claimant

**APPEAL NO: 13A-UI-02804-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**PI BETA PHI HOUSE CORPORATION**  
Employer

**OC: 02/03/13**  
**Claimant: Appellant (1)**

Section 96.5-1 – Voluntary Leaving

**STATEMENT OF THE CASE:**

Kathryn “Lorine” Davis (claimant) appealed a representative’s March 1, 2013 decision (reference 01) that concluded she was not qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties’ last-known addresses of record, a telephone hearing was convened on April 5 and concluded on April 23, 2013. The claimant participated in the hearing. Jami Hagemeyer appeared on the employer’s behalf. One other witness, Nicole Peckum, was available on behalf of the employer but did not testify. During the hearing, Employer’s Exhibits A, B, C, E, and F and Claimant’s Exhibit One were 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:**

Did the claimant voluntarily quit for a good cause attributable to the employer?

**OUTCOME:**

Affirmed. Benefits denied.

**FINDINGS OF FACT:**

The claimant started working for the employer on or about August 1, 2000. Since about 2002 she worked full-time as cook in the employer’s university sorority house. She was given year-to-year contracts; her most recent contract did not expire until July 31, 2013. Her last day of work was January 29, 2013.

On November 1, 2012, Hagemeyer, as a member of the employer’s board, had a discussion with the claimant expressing concern about several issues including appropriate communications with board members and other staff members, as well as issues with the residents’ satisfaction with the food. By January 25, 2013 the employer did not feel that the claimant had been making adequate progress in addressing the concerns, so on that date Hagemeyer, then chair of the board, sent the claimant a letter expressing the board’s continued concerns. (Employer’s

Exhibit C.) The letter closed with the statement, "While we appreciate your years of service, please be advised that continued failure to meet the basic requirements set forth in this letter, our conversation from this fall and other board directives given to you, we will be forced to not offer you a contract for the school year 2013-2014."

Upon receipt of the letter the claimant took great umbrage. She felt there was nothing more she could do to satisfy the employer and believed that it was eminent that she would be discharged. As a result, on the morning of January 28, 2013 the claimant sent a notice of resignation to the employer, indicating that February 8 would be her last day. (Employer's Exhibit E.) Hagemeyer responded and reemphasized that the board "had no intention of not fulfilling your contract for the 2012-2013 school year. The purpose of the letter was to set forth our clear expectations for the rest of the semester and any future contracts." (Employer's Exhibit F.) The claimant became further disturbed by Hagemeyer's response, in so far as Hagemeyer was countering the claimant's argument that she had not been met half-way in the efforts to make changes; as a result, she sent a further email response on January 29 stating, "I am done."

#### **REASONING AND CONCLUSIONS OF LAW:**

If the claimant voluntarily quit her employment, she is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer. Iowa Code § 96.5-1. Rule 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. A voluntary leaving of employment requires an intention to terminate the employment relationship and an action to carry out that intent. *Bartelt v. Employment Appeal Board*, 494 N.W.2d 684 (Iowa 1993); *Wills v. Employment Appeal Board*, 447 N.W.2d 137, 138 (Iowa 1989). The claimant did express or exhibit the intent to cease working for the employer and did act to carry it out. The claimant would be disqualified for unemployment insurance benefits unless she 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 her. Iowa Code § 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 coworker or supervisor is not good cause. 871 IAC 24.25 (6), (21), (22). Quitting because a reprimand has been given is not good cause. 871 IAC 24.25(28). Quitting because of a belief the employee is about to be discharged, where the employer has not told the employee that she was to leave the employment, is not good cause. 871 IAC 24.25(33). The claimant 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). Rather, her complaints do not surpass the ordinary tribulations of the workplace. The claimant has not satisfied her burden. Benefits are denied.

**DECISION:**

The representative's March 1, 2013 decision (reference 01) is affirmed. The claimant voluntarily left her employment without good cause attributable to the employer. As of January 29, 2013, benefits are withheld until such time as the claimant has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

---

Lynette A. F. Donner  
Administrative Law Judge

---

Decision Dated and Mailed

ld/tll