

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MARY K MUGAN**  
Claimant

**APPEAL NO: 09A-UI-04894-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CASEY'S MARKETING COMPANY**  
Employer

**OC: 02/22/09**  
**Claimant: Appellant (1)**

Section 96.5-1 – Voluntary Quit

**STATEMENT OF THE CASE:**

Mary K. Mugan (claimant) appealed a representative's March 17, 2009 decision (reference 01) that concluded she was not qualified to receive benefits, and the account of Casey's Marketing Company (employer) would not be charged because she had voluntarily quit her employment for reasons that do not qualify her to receive benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on April 23, 2009. The claimant participated in the hearing with a subpoenaed witness, Jason Solberg. Sharon Mason, the general manager, appeared on the employer's behalf. 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 her employment for reasons that qualify her to receive benefits, or did the employer discharge her for work-connected misconduct?

**FINDINGS OF FACT:**

The claimant started working for the employer in September 2006. At the time of the claimant's employment separation, she worked full-time in the kitchen. Mason supervised the claimant.

During the last six months of employment the claimant and D.M., another kitchen employee who usually worked the night shift, did not get along and complained about how little the other person had done during a shift. The two engaged in a "kitchen war." Mason knew there were problems with the employees in the kitchen and tried to get them to cooperate. When the claimant complained about D.M., Mason talked to D.M. When D.M. complained about the claimant, Mason talked to the claimant. The situation between the claimant and D.M. did not improve.

The claimant asked Solberg, the first assistant, about the problems in the kitchen and asked him to do something. Solberg talked to Mason and believed she would handle the situation. The claimant wanted a meeting with all the employees so the employer could address the problems

and everyone knew what was expected of them. Mason did not arrange for an employee meeting and told the claimant she did not know when such a meeting could take place.

When the claimant came in the morning to get her work done, she had little time to do her work. When the night shift left work undone, the stress of the claimant's job became much greater. The morning of February 24, 2009, the claimant became very upset when she founds bags of pizza were in the freezer she used. A freezer had gone out the night before. The claimant did not understand why the pizzas were not taken to another freezer that was out of the way and would not have disrupted the claimant's work routine.

The claimant became more upset as the morning went on. Between 8:00 and 8:30 a.m., the claimant told Mason the job was becoming too stressful. The claimant told Mason, "I can't handle this anymore," and walked out. The claimant walked home and picked up her uniforms. She returned to the store and gave Mason her uniforms. The claimant then went back to the kitchen and worked.

Mason contacted her supervisor when the claimant walked out. Mason was told the claimant should sign paperwork that she had quit. When Mason gave the claimant the papers to sign, she did. Later, the claimant asked if she could return to work as a part-time employee.

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

A claimant is not qualified to receive unemployment insurance benefits if she voluntarily quits employment without good cause attributable to the employer, or an employer discharges her for reasons constituting work-connected misconduct. Iowa Code sections 96.5-1, 2-a. When the claimant walked off the job, said she could not handle this anymore and turned in her uniforms, the claimant voluntarily quit her employment. The claimant was understandably upset when she walked out. After the claimant calmed down, she tried to rescind her resignation by returning to the kitchen to work after she turned in her uniforms. The employer had already accepted her resignation and did not allow the claimant to rescind her resignation. When a claimant quits, she has the burden to establish she quit for reasons that qualify her to receive benefits. Iowa Code section 96.6-2.

The law presumes a claimant voluntarily quits employment without good cause when she leaves because of dissatisfaction with the work environment. 871 IAC 24.25(21). In this case, the claimant did not believe D.M. performed her work satisfactorily and left work for the claimant to do. The claimant did not know Mason talked to D.M. about the claimant's complaints. While Mason may not have done everything she could have done, she attempted to address the claimant's concerns. Mason tried to get the kitchen employees to work as a team instead of against one another. Unfortunately, the claimant's actions contributed to problems between herself and D.M.

The last straw incident occurred when the claimant saw "her" freezer filled with bags of pizza which made it difficult for her to complete her work in a timely manner. Finding the pizzas in her freezer upset the claimant a great deal. She concluded that again D.M. left her a mess to clean up. The claimant became so upset she walked off the job. The claimant established personal reasons for quitting. Her reasons do not qualify her to receive benefits. As of February 22, 2009, the claimant is not qualified to receive benefits.

**DECISION:**

The representative's March 17, 1009 decision (reference 01) is affirmed. The claimant voluntarily quit her employment for personal reasons that do not qualify her to receive benefits. The claimant is disqualified from receiving unemployment insurance benefits as of February 22, 2009. This disqualification continues until she has been paid ten times her weekly benefit amount for insured work, provided she is otherwise eligible. The employer's account will not be charged.

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Debra L. Wise  
Administrative Law Judge

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Decision Dated and Mailed

dlw/pjs