

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**YOLANDA SYKES**

Claimant

**APPEAL NO. 19A-UI-06068-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ACKERMAN INVESTMENT CO**

Employer

**OC: 07/07/19**

**Claimant: Respondent (2)**

Iowa Code Section 96.5(1) – Voluntary Quit

Iowa Code Section 96.3(7) - Overpayment

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the July 23, 2019, reference 01, decision that allowed benefits to the claimant provided she was otherwise eligible and that held the employer's account could be charged for benefits, based on the deputy's conclusion that the claimant voluntarily quit on June 30, 2019 due to detrimental working conditions. After due notice was issued, a hearing was held on August 22, 2019. Claimant Yolanda Sykes participated. Diane Murphy represented the employer and presented additional testimony through Laura Moench, Rebeca Youngman and Gail Youngman. The administrative law judge took official notice of the Agency's record of benefits disbursed to the claimant and received Exhibit 1 into evidence.

**ISSUES:**

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

Whether the claimant was overpaid benefits.

Whether the claimant is required to repay benefits.

Whether the employer's account may be charged.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Yolanda Sykes was employed by Ackerman Investment Company, doing business as Super 8, as a part-time housekeeper from 2016 until June 30, 2019, when she voluntarily quit. Laura Moench, Head Housekeeper, was Ms. Sykes' immediate supervisor. Diane Murphy was and is the General Manager. Ms. Sykes quit in response her erroneous perception that she was being treated differently than other employees. On the morning of June 30, 2019, Ms. Moench spoke with Ms. Sykes about a concern raised by the front desk staff. Ms. Sykes had left work on June 29 before a particular guest room was cleaned. Ms. Sykes had not cleaned the room because the guests were expected to stay another night and the guests had placed the Do Not Disturb sign on their door. When Ms. Moench spoke with Ms. Sykes about the concern,

Ms. Moench accepted Ms. Sykes' reasonable explanation and Ms. Sykes then went about her work duties. Ms. Sykes and Ms. Moench had each been civil during the discussion that morning. When Ms. Sykes reported to her assigned rooms, she was disappointed to see that she had a number of rooms with two double beds that needed to be cleaned. However, this was all part of Ms. Sykes' normal duties. Ms. Sykes became frustrated and rashly decided to quit on the spot. Ms. Sykes went to the front desk where Ms. Murphy was on the telephone. Ms. Sykes told Ms. Murphy to clock her out and that she quit. Ms. Sykes then left the workplace. Ms. Sykes concern that she was treated differently than other employees was unfounded. The employer routinely sent other staff to help Ms. Sykes as needed and when the other staff had finished their assigned duties. Ms. Sykes was also frustrated about a room key card that required multiple attempts before it would open the door. The employer had additional keys and Ms. Sykes simply needed to ask for a new one. The employer continued to have additional work for Ms. Sykes at the time she quit the employment.

Ms. Sykes established an original claim for benefits that was effective July 7, 2019 and received \$1,085.00 in benefits for the seven weeks between July 7, 2019 and August 24, 2019. This employer is the sole base period employer. On July 22, 2019, an Iowa Workforce Development Benefits Bureau deputy held a fact-finding interview that addressed Ms. Sykes' separation from the employment. Ms. Murphy and Ms. Moench participated in the fact-finding interview on behalf of the employer.

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

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.

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.

Iowa Admin. Code r. 871-24.25(21) provides:

Voluntary quit without good cause. 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. The employer has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code section 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code section 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

(21) The claimant left because of dissatisfaction with the work environment.

Iowa Admin. Code r. 871-24.25(27) provides:

Voluntary quit without good cause. 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. The employer has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code section 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code section 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

(27) The claimant left rather than perform the assigned work as instructed.

Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See Iowa Administrative Code rule 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 213 (Iowa 2005).

The evidence in the record establishes a voluntary quit that was without good cause attributable to the employer. The evidence does not establish intolerable and/or detrimental working conditions that would have prompted a reasonable person to leave the employment. Ms. Sykes was not being treated differently than other employees. The work duties did not change. The key card issue was easily resolved. Ms. Sykes was simply dissatisfied with the work and the work environment and decided to voluntarily quit. Ms. Sykes is disqualified for benefits until she has worked in and been paid wages for insured work equal to 10 times her weekly benefit amount. Ms. Sykes must meet all other eligibility requirements.

The unemployment insurance law requires that benefits be recovered from a claimant who receives benefits and is later deemed ineligible benefits even if the claimant acted in good faith and was not at fault. However, a claimant will not have to repay an overpayment when an initial decision to award benefits on an employment separation issue is reversed on appeal if two conditions are met: (1) the claimant did not receive the benefits due to fraud or willful misrepresentation, and (2) the employer failed to participate in the initial proceeding that awarded benefits. In addition, if a claimant is not required to repay an overpayment because the base period employer failed to participate in the initial proceeding, the base period employer's account will be charged for the overpaid benefits. Iowa Code § 96.3(7)(a) and (b).

Ms. Sykes received \$1,085.00 in benefits for the seven weeks between July 7, 2019 and August 24, 2019, but this decision disqualifies her for those benefits. Accordingly, the benefits Ms. Sykes received constitute an overpayment of benefits. Because the employer participated in the fact-finding interview, Ms. Sykes is required to repay the overpaid benefits. The employer's account will be relieved of liability for benefits, including liability for benefits already paid.

**DECISION:**

The July 23, 2019, reference 01, decision is reversed. The claimant voluntarily quit the employment on June 30, 2019 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. The claimant must meet all other eligibility requirements. The claimant is overpaid \$1,085.00 in benefits for the seven weeks between July 7, 2019 and August 24, 2019. The claimant must repay the overpaid benefits. The employer's account will be relieved of liability for benefits, including liability for benefits already paid.

---

James E. Timberland  
Administrative Law Judge

---

Decision Dated and Mailed

jet/rvs