

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**SARA S BROWN**  
Claimant

**MASON CITY-NEWMAN**  
Employer

**APPEAL 19A-UI-09928-AD-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 10/27/19**  
**Claimant: Appellant (1)**

Iowa Code § 96.5(1) – Voluntary Quitting  
Iowa Code § 96.5(2)a – Discharge for Misconduct

**STATEMENT OF THE CASE:**

On December 16, 2019, Sara Brown (claimant) filed a timely appeal from the December 4, 2019 (reference 01) unemployment insurance decision that found she was not eligible for benefits.

A telephone hearing was held on January 28, 2020. The parties were properly notified of the hearing. The claimant participated personally. Mason City-Newman (employer) participated by Hearing Representative Paul Jahnke and School Lunch Director Julie Udelhofen.

A telephone hearing was originally set for January 9, 2020. At that time, claimant indicated she had impairments which made it difficult for her to participate in the hearing by herself and requested a continuance in order to find a representative to assist her. Employer did not resist the continuance. This administrative law judge granted the continuance on the record for those reasons. Claimant did not secure a representative prior to the continued hearing. However, claimant stated she was prepared to proceed with the hearing nonetheless.

**ISSUE(S):**

Was the separation a layoff, discharge for misconduct, or voluntary quit without good cause?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds:

Claimant worked for employer as a part-time Kitchen Aide. Claimant's first day of employment was March 4, 2018. The last day claimant worked on the job was October 22, 2019. Claimant's immediate supervisor was Udelhofen. Claimant's schedule was Monday through Friday, 8:30 a.m. to 1 p.m. Claimant separated from employment on October 22, 2019. Claimant voluntarily quit on that date.

On October 22, claimant was late to work due to issues with her car. Claimant completed some work that morning and then at her morning break asked Udelhofen if she could leave to take care

of her car. Udelhofen allowed her to do so and asked if claimant wanted to take the rest of the day off to address the issues with her car. Claimant said yes.

During that conversation, claimant also told Udelhofen she intended to quit but would continue working until Udelhofen could find a replacement for her. Udelhofen texted claimant shortly after she left on October 22, informing claimant that she had found someone to cover her shift for the rest of that day and to please let employer know her intentions as soon as possible. Udelhofen reached out to claimant several times after that but never received a response. Claimant was scheduled to work the following day, October 23, and the next week. However, she did not appear for work.

Claimant had on several prior occasions expressed frustration to Udelhofen about issues with the job. Specifically, claimant had expressed that she was unsure what her job duties were and had difficulty completing her work. There had also been issues with claimant and coworkers not getting along. Udelhofen had worked to address these issues with claimant by preparing a write up of her job tasks, preparing a checklist of tasks for claimant, by moving her to a different work area, and by instructing claimant and her coworkers to come to Udelhofen if there were issues. Udelhofen had also changed claimant's start time from 8 a.m. to 8:30 a.m., as claimant had consistently had trouble getting to work on time. Claimant had been disciplined for these and other issues but was not in danger of losing her job. Claimant felt she was being treated more harshly and more was expected of her than of other employees. However, nearly all of claimant's coworkers had special needs and were lower functioning than claimant.

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

For the reasons set forth below, the December 4, 2019 (reference 01) unemployment insurance decision that found claimant was not eligible for benefits is **AFFIRMED**.

Iowa Code section 96.5(1)a 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 provides in relevant part:

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:

- (6) The claimant left as a result of an inability to work with other employees.
- (21) The claimant left because of dissatisfaction with the work environment.
- (22) The claimant left because of a personality conflict with the supervisor.

Iowa Admin. Code r. 871-24.26 provides in relevant part:

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.

Claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). The employer has the burden of proving that a claimant's departure from employment was voluntary. *Irving v. Emp't Appeal Bd.*, 883 N.W.2d 179 (Iowa 2016). "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". *Id.* (citing *Cook v. Iowa Dept. of Job Service*, 299 N.W.2d 698, 701 (Iowa 1980)).

"Good cause" for leaving employment must be that which is reasonable to the average person, not to the overly sensitive individual or the claimant in particular. *Uniweld Products v. Industrial Relations Commission*, 277 S.2d 827 (Florida App. 1973). While a notice of intent to quit is not required to obtain unemployment benefits where the claimant quits due to intolerable or detrimental working conditions, the case for good cause is stronger where the employee complains, asks for correction or accommodation, and employer fails to respond. *Hy-Vee Inc. v. EAB*, 710 N.W.2d 1 (Iowa 2005).

Iowa unemployment insurance law disqualifies claimants who voluntarily quit employment without good cause attributable to the employer or who are discharged for work-connected misconduct. Iowa Code §§ 96.5(1) and 96.5(2)a. A voluntary quitting of employment requires that an employee exercise a voluntary choice between remaining employed or terminating the employment relationship. *Wills v. Emp't Appeal Bd.*, 447 N.W.2d 137, 138 (Iowa 1989); *Peck v. Emp't Appeal Bd.*, 492 N.W.2d 438, 440 (Iowa Ct. App. 1992). A voluntary leaving of employment requires an intention to terminate the employment relationship accompanied by an overt act of carrying out that intention. *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980).

Employer has carried its burden of proving claimant's departure from employment was voluntary. However, claimant has not carried her burden of proving the voluntary leaving was for good cause attributable to employer.

The administrative law judge finds claimant voluntarily quit without good cause attributable to employer. Claimant's statement to Udelhofen about quitting, coupled with her failure to respond to communications or appear for work as scheduled, evinces an intent to end the employment relationship. The evidence does not show claimant quit due to intolerable or detrimental working conditions or for other reasons constituting good cause attributable to employer. If anything, the evidence demonstrates employer took reasonable steps to coach and accommodate claimant in her employment. The evidence further shows claimant quit because of dissatisfaction with the work environment, personality conflicts with the supervisor, and an inability to work with other employees. These reasons do not constitute good cause for quitting attributable to employer.

**DECISION:**

The December 4, 2019 (reference 01) unemployment insurance decision is AFFIRMED. Claimant is not eligible for benefits until she earns wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

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Decision Dated and Mailed

abd/scn