

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**TRENT J LEE**  
Claimant

**1<sup>ST</sup> CLASS SECURITY INC**  
Employer

**APPEAL NO. 19A-UI-07118-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 07/28/19**  
**Claimant: Appellant (2)**

Iowa Code Section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

Trent Lee filed a timely appeal from the August 28, 2019, reference 01, decision that disqualified him for benefits and that relieved the employer's account of liability for benefits, based on the deputy's conclusion that Mr. Lee voluntarily quit on August 8, 2019 without good cause attributable to the employer. After due notice was issued, a hearing was held on October 1, 2019. Mr. Lee participated. James Carlson represented the employer. Exhibits A, B and C were received into evidence.

**ISSUE:**

Whether the claimant'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: Trent Lee was employed by 1<sup>st</sup> Class Security, Inc. as a full-time Loss Prevention Officer from May 21, 2019 until August 8, 2019, when he voluntarily quit the employment. Mr. Lee was assigned to provide loss prevention services at the Menards store in Cedar Rapids. George Sharp, Loss Prevention Supervisor, was Mr. Lee's immediate supervisor. Mr. Sharp was assigned to provide loss prevention services at the Menards store in Marion and did not generally work at the Menards store in Cedar Rapids. Mr. Lee had contact with Mr. Sharp only four times during the employment.

Mr. Lee's decision to leave the employment was based on his interactions with Mr. Sharp. On June 12, 2019, Mr. Sharp called Mr. Lee a "fucking idiot" after he learned that Mr. Lee was working on a particular loss prevention case that Mr. Sharp did not believe merited further work. On June 20, 2019, Mr. Sharp was at the Cedar Rapids Menards to provide training to Mr. Lee. On that day, Mr. Sharp told Mr. Lee to "shut up" if he did not want his face slapped. Mr. Sharp also pushed Mr. Lee. The push was recorded on Menards' security video. Mr. Sharp and Mr. Lee carried on their conversation immediately after the push as if nothing had happened. On June 25, 2019, Mr. Lee reported the push to Mr. Sharp's supervisor, Casey Henman. Mr. Henman told Mr. Lee that he did not find Mr. Lee's assertion that Mr. Sharp had pushed him in an aggressive manner to be credible and opined that if there had been a push, it was likely for

training purposes. The conversation ended with an agreement that Mr. Lee would follow up with a written report. When Mr. Henman checked on the status of the report on June 26, 2019, Mr. Lee had not completed a report. On June 27, 2019, Mr. Lee notified Mr. Henman that he would not be further pursuing the matter unless matters got worse.

On July 25, 2019, Mr. Lee contacted the employer's corporate office and spoke with the Vice President, David Braunger. Mr. Lee had spoken with Mr. Henman before calling the corporate office with the intention of speaking with James "Mike" Carlson, President. Mr. Lee told Mr. Braunger that Mr. Sharp had directed foul language at him, that he was not happy about it, and that he wanted to revisit the June 20 pushing incident. On July 20, 2019, Mr. Sharp had verbally reprimanded Mr. Lee for fraternizing with a female Menards during an outside break and for sitting down in the loss prevention interview room. Mr. Sharp told Mr. Lee, "I'm so fucking mad I can't breathe. I warned you about that." Mr. Lee provided the time and date of the pushing incident and the employer obtained the video surveillance of the incident. Mr. Carlson subsequently notified Mr. Lee that the employer was removing Mr. Sharp as Mr. Lee's supervisor and would commence having Mr. Henman supervise Mr. Lee's employment. Mr. Carlson directed Mr. Lee to provide the employer with his weekly work schedule and that the employer would use that schedule to make certain that Mr. Sharp did not go to the Cedar Rapids Menards when Mr. Lee was present. Mr. Carlson told Mr. Lee that at some point he would like to sit down with Mr. Lee and Mr. Sharp to rebuild trust between the two. Mr. Lee was disappointed that the employer did not discharge Mr. Sharp from the employment and quit in protest.

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

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.

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 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 weight of the evidence in the record establishes a voluntary quit that was for good cause attributable to the evidence. The weight of the evidence establishes that Mr. Sharp did direct offensive language at Mr. Lee on multiple occasions. Mr. Sharp also conveyed a threat of violence to Mr. Lee on June 20 and on July 20, 2019. The threatening and offense language

was sufficient to create intolerable and detrimental working conditions that would prompt a reasonable person to leave the employment. Mr. Lee reasonably concluded from the employer's statement about rebuilding trust that the removal of Mr. Sharp as his supervisor was a temporary, rather than permanent, resolution of the matter. Mr. Lee's characterization of the June 20, 2019 push as a violent act is inconsistent with the behavior depicted on the video surveillance. The video surveillance supports the employer's assertion that the act was most likely part of a training. Mr. Lee is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits.

**DECISION:**

The August 28, 2019, reference 01, decision is reversed. The claimant voluntarily quit the employment on August 8, 2019 for good cause attributable to the employer. The claimant is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/rvs