

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

STACIE WINEGARDEN
Claimant

APPEAL 21A-UI-22786-SN-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**HUMBOLDT COUNTY MEMORIAL
HOSPITAL**
Employer

**OC: 08/29/21
Claimant: Appellant (1)**

Iowa Code § 96.5(1) – Voluntary Quit
Iowa Admin. Code r. 871-24.26(4) – Intolerable working conditions

STATEMENT OF THE CASE:

The claimant filed an appeal from the October 5, 2021, (reference 01) unemployment insurance decision that denied benefits based upon her voluntary quit. The parties were properly notified about the hearing. A telephone hearing was held on December 27, 2021. The claimant participated and testified. Employer participated through Human Resources Director Mary Moritz, Jill Schiltz, Luann Christopher. Exhibits A, B, C, D, E, F, G, H, 1, 2, 3, 4, 5, 6, 7, 8, and 9 were received into the record.

ISSUE:

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

FINDINGS OF FACT:

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

The claimant was employed full-time as a HIM Technician from December 10, 1998, until she was separated from employment on July 30, 2021, when she quit. The claimant reported directly to HRI Manager Luann Christopher.

Prior to her separation, the claimant worked near Ms. Christopher and Medical Coder Abbi Tilford's work stations. The claimant did not get along with Ms. Tilford.

On June 4, 2018, the claimant met with Ms. Christopher and Mary Moritz regarding goals of her position. The employer provided a copy of the notes and agenda from that meeting. (Exhibit 9)

On August 30, 2018, the claimant received her annual performance review from the employer. The employer provided a copy of the performance review the claimant received. (Exhibit 7) On that performance review, the claimant received less than satisfactory marks regarding her ability to work with coworkers and her productivity.

On June 14, 2021, the claimant attended a meeting regarding punching in and out for lunch because it was a concern to the employer for security and staffing purposes. The employer provided a copy of the agenda for the meeting. (Exhibit 4) During the meeting, the claimant pointed out that Ms. Tilford does many of these things. The claimant also offered that Ms. Tilford did other things that were bad for the employer. The employer provided a contemporaneous description of this meeting written by a coworker. (Exhibit 3)

On June 17, 2021, the claimant received a final written warning. On the written warning, Ms. Schiltz observed the claimant's performance was not satisfactory to the employer. Ms. Schiltz also observed that the claimant had an "outburst" on June 14, 2021. The written warning said the claimant's behavior would be assessed on June 30, 2021. The employer provided a copy of this final written warning. (Exhibit 2)

On July 14, 2021, the claimant attended a meeting regarding the results of an employee survey that had been completed a few weeks earlier. During the meeting, Ms. Schiltz asked the claimant what was the best thing about working there and what was the worst thing. The claimant said the best thing about working there was her coworkers. The claimant could not come up with a response for the worst thing.

On July 19, 2021, the claimant had a meeting with Ms. Moritz. During the meeting, Ms. Moritz relayed to the claimant that Ms. Schiltz had received complaints from several coworkers regarding the claimant's behavior in the July 14, 2021 meeting.

In the following weeks, the claimant sent text messages to other employees who attended the meeting because she was skeptical Ms. Schiltz had received complaints. The claimant provided a text message exchange with Jennifer Foreman, in which Ms. Foreman said Ms. Schiltz asked about the meeting rather than receiving complaints. (Exhibit B)

On July 30, 2021, the claimant met with Ms. Schiltz. At that meeting, Ms. Schiltz told the claimant that she could pick one of three following options: (1) the claimant could resign and receive her outstanding paid time off balance, (2) the claimant could return to work with a plan to be a team player on August 2, 2021, or (3) the claimant could be terminated.

At 2:33 p.m. on July 30, 2021, the claimant submitted her resignation by email to Ms. Moritz. The employer provided a copy of the email. (Exhibit 1) In the email, the claimant said she had a meeting earlier that morning in which Ms. Schiltz had given her the opportunity to resign and still receive her paid time off balance. The claimant said she was quitting because Ms. Schiltz had lied to her about the complaints regarding the survey meeting on July 14, 2021. The claimant acknowledged that she felt like she could have met this requirement, but she felt like there were unresolved questions about why Ms. Tilford and Ms. Christopher were not being held to the same standard.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes claimant's separation from the employment was without good cause attributable to the employer.

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits:

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:

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.

(22) The claimant left because of a personality conflict with the supervisor.

(33) The claimant left because such claimant felt that the job performance was not to the satisfaction of the employer; provided, the employer had not requested the claimant to leave and continued work was available.

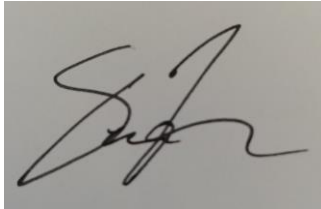
The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). "Good cause" for leaving employment must be that which is reasonable to the average person, not the overly sensitive individual or the claimant in particular. *Uniweld Products v. Indus. Relations Comm'n*, 277 So.2d 827 (Fla. Dist. Ct. App. 1973). 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).

The claimant contends she quit in lieu of termination. The administrative law judge disagrees because the claimant acknowledges she could have returned to work on the following Monday and kept her position. The claimant maintains that it was only a matter of time before she was terminated, but this is not what quitting in lieu of termination means. Rather quitting in lieu of termination means, an employee can either quit or be terminated.

The claimant quit because she could not work with Ms. Tilford and Ms. Christopher. These are disqualifying reasons under Iowa Admin. Code r. 871-24.25 (6), (22) and (33). While claimant's leaving may have been based upon good personal reasons, it was not for a good-cause reason attributable to the employer according to Iowa law. Benefits are denied.

DECISION:

The October 5, 2021, (reference 01) unemployment insurance decision is affirmed. The claimant voluntarily left his employment without good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.



Sean M. Nelson
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January 27, 2022
Decision Dated and Mailed

smn/mh