

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**EILEEN S CHRISTOFFERSON**  
Claimant

**APPEAL NO. 18A-UI-10400-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**FIRST RESOURCES CORP**  
Employer

**OC: 09/23/18**  
**Claimant: Respondent (2)**

Section 96.5-1 - Voluntary Quit  
Section 96.3-7 – Overpayment

**STATEMENT OF THE CASE:**

First Resources (employer) appealed a representative's October 10, 2018, decision (reference 02) that concluded Eileen Christofferson (claimant) was eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was scheduled for November 1, 2018. The claimant was represented by Stuart Higgins, Attorney at Law, and participated personally and through Carl Benson, the claimant's friend. The employer participated by Humphrey Mwangi, Director of Human Resources; Lonna Blodgett, Intensive Psychiatric Rehabilitation Practitioner; Jill Boileau, Coordinator for Mental Health Drop in Center; and Lindsay Paxton, Director of Mental Health. Exhibit D-1 was received into evidence. The claimant offered and Exhibit A was received into evidence. The employer offered and Exhibit 1 was received into evidence.

**ISSUE:**

The issue is whether the claimant was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was hired on September 16, 2015, as a part-time pier support specialist. In her position, she worked with seriously and chronically mentally ill individuals. She received the employer's policies at orientation. The claimant had de-escalation training in May and June 2017. This was important because some clients were extremely vocal.

On March 5, 2018, the claimant gave her two-week's notice of resignation. She resigned because she wanted more pay, more hours, and a job closer to her home. The claimant expressed that she enjoyed working for the employer but did not see "eye to eye" on some things. On March 12, 2018, the claimant was allowed to rescind her resignation with the understanding that the claimant comply with her supervisor's instructions without confrontation.

On the morning of August 16, 2018, the claimant gave the employer a two-week written notice of resignation. The employer and claimant decided her last day of work would be August 30,

2018. The claimant had taken a part-time job at Arbor Court working closer to her home. Continued work was available had the claimant not resigned. At lunch time the claimant told a co-worker she was excited about her new job. She did not complain about any of the employer's clients.

On August 16, 2018, there was an argument between the claimant and a client. The client made threats of physical harm to the claimant. The client had said these types of things before and the claimant had de-escalated the situation. The supervisor asked the claimant to speak with her after the event but the claimant refused.

On August 24, 2018, the claimant started working at Arbor Court. She was going to work at both jobs for a week before the job at First Resources ended. She told a co-worker that the new job was more physically demanding than she thought it would be. The claimant was not sure if it paid enough because she was sore and tired from the work.

On or about August 29, 2018, the claimant indicated to the employer a desire to rescind her resignation. The employer talked to the claimant and said it was not possible. The claimant then complained about her supervisor and threatened to sue the employer. The claimant's last day of work was August 30, 2018.

The claimant filed for unemployment insurance benefits with an effective date of September 23, 2018. She has received no unemployment insurance benefits after the separation from employment. The employer participated personally at the fact finding interview on October 9, 2018, by Humphrey Mwangi. The claimant argued that she quit work because she took another job and because of abuse and threats from a client.

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

For the following reasons the administrative law judge concludes the claimant is not eligible to receive unemployment insurance benefits after her separation from work.

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. But the individual shall not be disqualified if the department finds that:

a. The individual left employment in good faith for the sole purpose of accepting other or better employment, which the individual did accept, and the individual performed services in the new employment. Benefits relating to wage credits earned with the employer that the individual has left shall be charged to the unemployment compensation fund. This paragraph applies to both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

When an employee quits work for the sole purpose of taking other employment, she is not disqualified from receiving unemployment insurance benefits and the employer is not charged. The claimant, in this case, quit work for two reasons. She testified she quit to take other employment and because the work environment was detrimental to her. The claimant did not quit solely for other employment and does not qualify under this statute.

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. 871-24.26(4) provides:

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.

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 law presumes a claimant has left employment with good cause when he quits because of intolerable or detrimental working conditions. 871 IAC 24.26(4). The claimant argues that she quit due to intolerable or detrimental working conditions. The conditions that she believes were intolerable or detrimental are the client's verbal threats on or about August 16, 2018. These were the same threats the claimant had heard before and de-escalated in the past. The individual was a client who the employer served. The claimant had the opportunity to discuss the situation with the supervisor on August 16, 2018, but she did not. She had already tendered her resignation in the morning.

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(22) 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:

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

When an employee quits work because she is dissatisfied with the work environment or has a personality conflict with her supervisor, her leaving is without good cause attributable to the employer. The claimant's actions do not indicate she was afraid. She continued to work for the employer after the incident. In fact, she wanted to rescind her resignation. The issues that comprise the claimant's description of an intolerable or detrimental workplace when taken individually are presumed to be without good cause attributable to the employer.

The claimant's and the employer's testimony is inconsistent. The administrative law judge finds the employer's testimony to be more credible because it provided business documents created on the day of the events. The claimant provided three affidavits from clients containing identical words. One of the affidavits was from a person who the claimant employed. That person discussed living with the claimant while he was a client. A second affidavit was later withdrawn by the writer. The claimant's testimony was unclear as to dates and events.

**DECISION:**

The representative's October 10, 2018, decision (reference 02) is reversed. The claimant voluntarily left work without good cause attributable to the employer. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times the claimant's weekly benefit amount provided the claimant is otherwise eligible.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

bas/rvs