

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JACKIE MEYER

Claimant

APPEAL NO. 13A-UI-03122-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

FAMILY COMMUNITY CREDIT UNION

Employer

OC: 02/10/13

Claimant: Appellant (2)

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated March 7, 2013, reference 01, that concluded she voluntarily quit employment without good cause attributable to the employer. A telephone hearing was held on May 6, 2013. The hearing in this case was consolidated with the consent of the parties with appeals 13A-UI-03123, 13A-UI-03124, and 13A-UI-03125. The parties were properly notified about the hearing. The claimant participated in the hearing represented by Roger Sutton, attorney at law, and Janet Garden, Kimberly Blunt, Megan Williams, and Michael Schear. Elizabeth Meyer, attorney at law, participated in the hearing on behalf of the employer with witnesses, William Cavahaugh, Dawn Swaningson, and Jennifer Burton. Exhibits One and A were admitted into evidence at the hearing.

ISSUE:

Did the claimant voluntarily quit employment without good cause attributable to the employer?

FINDINGS OF FACT:

The claimant worked full time for the employer from August 28, 2003, through February 13, 2013. She had been working as the credit union vice president. The claimant voluntarily quit her employment on February 13, 2013, due to detrimental working conditions created by the new credit union president, Dawn Swaningson, as described below.

Swaningson replaced retiring president, Michael Schear, at the beginning of January 2013. Schear had been a working manager who handled many of the day-to-day duties that come up in a small credit union, including answering phones and handing loans. He was approachable and open in his communication style.

After Swaningson started working, the claimant and other staff members observed a dramatic difference in Swaningson's management style, which created confusion among the staff and an increase in the claimant's work load and that of other staff members the claimant supervised. Swaningson instituted changes in the loan policy, but when the claimant and other staff members posed questions to her about approving loans, they were given conflicting advice.

Swaningson did not perform the tasks that Schear regularly performed, which increased the workload of the claimant and other staff members. Staff complained to the claimant that they were having problems keeping up with the work and were under stress. The claimant complained to Swaningson about this, but no action was taken to address the issues.

At one point Swaningson informed the staff that she had an open-door policy, but in practice, Swaningson stayed in her office with the door closed for most of the day and did not communicate directly with employees. She told the claimant that staff were to direct questions through the claimant. Swaningson normally communicated with the claimant and staff via email or the internal messaging program, CrossTalk. Staff became frustrated and complained to the claimant and talked about finding other work, which increased the stress on the claimant. There were times when Swaningson responded that they should Google to find the answer to a question they had.

On February 1, Don Nosbisch, the president of the board of directors, stopped and asked the claimant how things were going. The claimant said terrible. Nosbisch replied that they should talk about it sometime. The claimant told Nosbisch that it might be too late because staff were talking about leaving. Nosbisch then said he would give the claimant five minutes. After the claimant told Nosbisch about her complaints and the staff's complaints about Swaningson and the problems it was creating, Nosbisch said he would talk to the hiring committee and Swaningson and take care of things. On February 4, Nosbisch called the claimant and told her that the board needed more time. When the claimant asked if she could send an email documenting her concerns, Nosbisch said yes but to send it only to him. The claimant and staff collaborated on the email and it was sent to Nosbisch, but she received no response back.

On February 6, the chair of the board, Karen Hughes, met with Swaningson. After the meeting, Swaningson yelled at the claimant about an employee working past her shift and was very curt with the claimant.

While Swaningson was out of the office on February 7, the claimant and other employees discussed whether they could handle conditions at work anymore, especially with the lack of board action. They called another board member, Mary Mooberry, who came to credit union and listened to the employee's concerns. She said that she was shocked and the situation was unacceptable. She said she would try talking to the rest of the board, but she was only one person. She called Nosbisch and said the situation needed to be taken care of immediately. She told the employees that she would contact the hiring committee. She said the employees needed to stick together, but it was only a job and if they had to leave, they had to leave.

Hughes called the claimant later that night on an unrelated matter, but then asked why the employees had called Mooberry. The claimant explained that it did not seem that the board cared or were listening to them. Hughes replied that they were gathering information. The claimant complained that they were only gathering information from Swaningson, and when Hughes had talked to Swaningson, it only made things worse. When Hughes said she was disheartened to hear that, the claimant replied "how do you think we feel."

On February 8, after Swaningson and the claimant met about a credit union matter, Swaningson asked the claimant how things were going. The claimant did not know what if anything the board had said to Swaningson. The claimant informed Swaningson that her rude treatment of employees and her failure to help out with work was becoming unbearable. Swaningson claimed that Michael Schear had advised her that she did not need to help out with daily work and to avoid stepping on the claimant's toes.

On February 11, a loan officer-teller Andrea Webster had quit. Swaningson held a meeting with employees during which she emphasized that she was the boss and if they did not like working there, she could find replacements for them. She also discouraged them from going to the board. The claimant missed most of the meeting, but employees told her what was said. The same day, Mooberry also called and told the claimant that board had not responded to her emails. In addition, Hughes came into Swaningson's office over the noon hour and spoke to Swaningson. Afterward, when Hughes came into the claimant's office, the claimant told Hughes that she thought it was ridiculous that they were not all talking together. Hughes suggested the claimant go into Swaningson's office each day and tell her good morning and outline what Swaningson could help them with that day. The claimant expressed that she would be uncomfortable doing that.

The claimant had been previously invited to attend a board policy meeting scheduled for the end of the day on February 12. The claimant asked Swaningson about attending the meeting. Swaningson said it was not necessary for her to attend the meeting, but the claimant insisted that she wanted to attend the meeting, which was to take place after the delinquent loan meeting. Nosbisch was the only board member who showed up, and he and Swaningson met in Swaningson's office from about 4 p.m. to 6 p.m. The claimant was left waiting without any explanation. When he left, Nosbisch told the claimant that he was sorry to hear that Webster had quit. The claimant had loan papers that needed Swaningson's signature. When she offered the papers to Swaningson, she ripped the papers from the claimant's hands and returned to her office.

This final rude conduct by Swaningson and the lack of any assurance from the board was the breaking point for the claimant. The conditions at work had caused the claimant's anxiety and stress to the extent that she had problems eating and sleeping. She originally planned to come in the next day, February 13, because bank examiners were visiting, give them some records, and then quit due to the detrimental working conditions. However, the claimant instead came in to the credit union on February 13 and informed Swaningson that she was done.

REASONING AND CONCLUSIONS OF LAW:

The unemployment insurance law disqualifies claimants who voluntarily quit employment without good cause attributable to the employer. Iowa Code § 96.5-1.

871 IAC 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.

The findings of fact show how I resolved the disputed factual issues in this case by carefully assessing the credibility of the witnesses and reliability of the evidence and by applying the proper standard and burden of proof.

The evidence shows Swaningson created intolerable and detrimental working conditions through her course of conduct toward the claimant. She was distant, uncommunicative, and rude to the claimant all the way up to the claimant's last day of work. She did not assist the claimant and other employees with the work in the credit union, which caused employee dissatisfaction. The claimant bore the brunt of this dissatisfaction because Swaningson insisted

that questions and concerns go through the claimant. The claimant and other employees complained to Swaningson and to several board members, but the situation did not improve and the claimant was offered no assurance that any effective action would be taken to correct the problems. In fact, the communication from Hughes and Mooberry and lack of communication from Nosbisch would lead a reasonable person to believe that nothing was going to change.

The employer argues that the claimant did not give the board enough time to address the problems. The board, however, had plenty of time to sit down with the claimant and other employees and offer them assurance that their complaints had been heard and effective action would be taken. This was not done and good cause for quitting employment had been proven.

DECISION:

The unemployment insurance decision dated March 7, 2013, reference 01, is reversed. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/pjs