

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**VERETTA L SCHUYLER**  
Claimant

**APPEAL NO. 07A-UI-06677-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**LOWE'S HOME CENTERS INC**  
Employer

**OC: 06/10/07 R: 02  
Claimant: Respondent (2)**

Section 96.5(1) – Voluntary Quit  
Section 96.3(7) – Recovery of Overpayments

**STATEMENT OF THE CASE:**

Lowe's Home Centers, Inc. (Lowe's) filed an appeal from a representative's decision dated June 26, 2007, reference 01, which held that no disqualification would be imposed regarding Veretta Schuyler's separation from employment. After due notice was issued, a hearing was held by telephone on July 24, 2007. Ms. Schuyler participated personally. The employer participated by Lynette Schumaker, Area Human Resources Manager.

**ISSUE:**

At issue in this matter is whether Ms. Schuyler was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Schuyler was employed by Lowe's from February 1, 1996 until April 9, 2007. She was employed full time as a human resources manager. She tendered her resignation on April 9, 2007 to be effective April 20, 2007. She was advised that she would not have to work through her notice period. Ms. Schuyler's notice of resignation indicated she was leaving to pursue other opportunities. She did not have other employment arranged at the time and has not worked since April 9, 2007.

Ms. Schuyler left her employment because she feared she would not be able to meet her supervisor's standards. She received a final written warning on February 7, 2007. An individual is subject to discharge if she engages in misconduct during the one year following a final written warning. Ms. Schuyler felt that, because she was on a final warning, she could be discharged at any time. If any adverse conduct did occur during the one-year period, the employer would consider the severity of the conduct and determine if it warranted discharge.

The warning of February 7 was due to the fact that an individual was undergoing orientation in spite of the fact that his background check indicated he was undesirable as an employee. It is the employer's policy not to invite individuals to orientation until they have successfully passed a

background check. Ms. Schuyler was ultimately responsible for making sure individuals cleared the background check before undergoing orientation. Ms. Schuyler also received a written warning on January 15, 2007. The warning was due to the fact that not all drivers had paperwork submitted to qualify to drive. Ms. Schuyler would have known they were not qualified to drive by checking the "driver missing document report." The January warning also addressed the fact that work schedules were not being adjusted to have employees working during peak times. Finally, the warning addressed the fact that the correct procedure was not being followed when work schedules were changed. The employer's policy required that both the effected employee and the supervisor sign to acknowledge the change.

Ms. Schuyler felt Ms. Schumaker talked down to her. On one occasion, she indicated that Ms. Schuyler would not be considered for a vacancy in a different store. On another occasion, she suggested she might transfer Ms. Schuyler to a lower volume store so she could be more successful. The matter was dropped when Ms. Schuyler indicated her desire to remain in her current store. Ms. Schumaker also questioned other employees as to how they felt about Ms. Schuyler and her job performance. Her decision to quit was prompted by a statement made to her by another human resources manager on or about April 9, 2007. Ms. Schumaker had brought in two other human resources managers to assist with the summer new hires. One of the individuals indicated that Ms. Schumaker had not intended to let Ms. Schuyler know the two were coming to assist her and that she had to be begged to give advance notice.

Ms. Schuyler filed a claim for job insurance benefits effective June 10, 2007. She has received a total of \$2,004.00 in benefits since filing her claim.

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

An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Ms. Schuyler quit her job with Lowe's because she feared she could be discharged at any time as she was on a final written warning. She had received warnings in January and February of 2007. She was, in fact, in violation of the employer's standards on both occasions. Therefore, the disciplinary actions were not unwarranted. As long as she complied with company policies as required by Ms. Schumaker, her continued employment was not in jeopardy. The fact that she felt she might not live up to the expected standards at some future point did not constitute good cause attributable to the employer for quitting.

Ms. Schumaker did not talk down to Ms. Schuyler or speak to her in any way that would be considered inappropriate. Her suggestion that Ms. Schuyler transfer to a lower volume store was an effort to assist her. She felt she might be better able to handle her job responsibilities if she had fewer employees to deal with. Given the failures identified in January and February, the suggestion was not an unreasonable one. It is also true that Ms. Schumaker declined to consider Ms. Schuyler for a new store. However, the evidence does not establish that her decision was based on anything other than Ms. Schuyler's job performance. It was not unreasonable for Ms. Schumaker to question others regarding Ms. Schuyler's job performance. She did not work in the same store as Ms. Schuyler and, therefore, did not have the opportunity to view her day-to-day work. Her questioning of others was to insure that things were running smoothly in the local human resources department.

After considering all of the evidence and the contentions of the parties, the administrative law judge concludes that Ms. Schuyler's quit was not for good cause attributable to the employer. Accordingly, benefits are denied. Ms. Schuyler has received benefits since filing her claim.

Based on the decision herein, the benefits received now constitute an overpayment and must be repaid. Iowa Code section 96.3(7).

**DECISION:**

The representative's decision dated June 26, 2007, reference 01, is hereby reversed. Ms. Schuyler quit her employment with Lowe's for no good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility. Ms. Schuyler has been overpaid \$2,004.00 in job insurance benefits.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

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