

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RHONDA S BROWN
Claimant

APPEAL NO: 09A-UI-10770-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CRESTON PUBLISHING COMPANY
Employer

OC: 06/28/09

Claimant: Respondent (1)

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

Creston Publishing Company, (employer) appealed a representative's July 24, 2009 decision (reference 01) that concluded Rhonda S. Brown (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on August 12, 2009. The claimant participated in the hearing. Rose Henry appeared on the employer's behalf and presented testimony from one other witness, Craig Mittag. One other witness, Rich Paulson, was available on behalf of the employer but did not testify. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Did the claimant voluntarily quit for a good cause attributable to the employer?

FINDINGS OF FACT:

The claimant started working for the employer on September 15, 2003. She had worked full time, 40 hours per week, as an ad designer for the employer's newspaper; for budgetary reasons, the employer reduced the claimant's position to part time, initially 30 hours per week, as of February 2, 2009, but increased it back to 35 hours per week as of April 1, 2009. Her last day of work was June 25, 2009.

With the restructuring and reassignment of work with reduced hours, the claimant had been having difficulty in timely completion of her assigned work. She had been having difficulties with a coworker, who was not a manager, who would make repeated, even hourly statements and give orders to the claimant regarding projects the claimant was working on that the coworker was waiting on. The claimant had in the past complained to the employer regarding the conduct of this coworker, and had been told the matter would be addressed with the coworker.

On June 25 the claimant was working on a project toward the end of her scheduled workday but was not finished; the coworker then stated to the claimant that she could not leave until the work was done. The claimant became upset with the coworker again giving her orders; she

contacted Ms. Henry, the human resources coordinator and asked for a meeting with Ms. Henry and Mr. Mittag. She told them what had happened and stated that she could not take it anymore, that she had had enough, that the situation had become too stressful. The employer indicated that it understood she was quitting, and the claimant did not respond to the contrary. The employer did not offer any further attempt to resolve the issue.

REASONING AND CONCLUSIONS OF LAW:

If the claimant voluntarily quit her employment, she is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer. Iowa Code § 96.5-1. A substantial change in contract of hire is recognized as grounds that are good cause for quitting that is attributable to the employer. 871 IAC 24.26(1). Intolerable or detrimental working conditions are good cause for quitting attributable to the employer. 871 IAC 24.26(4). Where a claimant gives a number of reasons for leaving employment, all stated reasons must be considered to determine whether alone or in combination those reasons gave the claimant good cause to quit. Taylor v. IDJS, 362 N.W.2d 534 (Iowa 1985). "Good cause attributable to the employer" does not require fault, negligence, wrongdoing or bad faith by the employer, but may be attributable to the employment itself. Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988); Raffety v. Iowa Employment Security Commission, 76 N.W.2d 787 (Iowa 1956).

While the reduction in hours was not a primary reason the claimant left the employment, it appears to have been a factor in the amount of work to be done in a set amount of time, causing more stress, and exacerbating the situation with the coworker, which the employer chose not to attempt to further remedy to attempt to keep the claimant. The claimant has demonstrated that a reasonable person would find the employer's work environment detrimental or intolerable. O'Brien v. EAB, 494 N.W.2d 660 (Iowa 1993); Uniweld Products v. Industrial Relations Commission, 277 So.2d 827 (FL App. 1973). Benefits are allowed.

DECISION:

The representative's July 24, 2009 decision (reference 01) is affirmed. The claimant voluntarily quit for good cause attributable to the employer. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/pjs