IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS

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

KARRA R GARCIA
Claimant

WATERLOO COMMUNITY SCHOOL DIST
Employer

APPEAL NO. 13A-UI-03535-JTT

ADMINISTRATIVE LAW JUDGE DECISION

OC: 03/03/13
Claimant: Appellant (1)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Karra Garcia filed a timely appeal from the March 21, 2013, reference 01, decision that denied benefits. After due notice was issued, a hearing was started on April 30, 2013 and concluded on June 3, 2013. Ms. Garcia participated. Micki Waschkat represented the employer and presented additional testimony through Marla Padget, Brian Meaney, Sharrie Phillips, William Freeney, and Juliet Dunn. The administrative law judge took official notice of the Agency's record of benefits disbursed to the claimant and received Exhibits A, B, One and Two were received into evidence.

ISSUE:

Whether Ms. Garcia's voluntary quit was for good cause attributable to the employer. It was not.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Karra Garcia was employed by the Waterloo Community School District on a full time basis until March 5, 2013, when she voluntarily quit in response to a verbal reprimand. During most of the 2012-2013 school year, Ms. Garcia worked as a study hall monitor at Waterloo East High School. Ms. Garcia had applied for and the employer had moved her into the study hall monitor position from another position. In connection with the study hall monitor position, Ms. Garcia was assigned to assist a teacher, William Freeney, with a remedial program for students who needed to make up class credits.

In mid-February 2013, Ms. Garcia requested to work in the administrative office for the remainder of the year and to no longer be involved with the remedial program. Ms. Garcia had a personality conflict with Mr. Freeney and no longer wished to work with Mr. Freeney. Ms. Garcia believed Mr. Freeney was making her duties more difficult, or worse, harassing her. Mr. Freeney was not harassing Ms. Garcia. Mr. Freeney thought that Ms. Garcia forgot that he was the teacher in charge of the remedial credit program and that Ms. Garcia, for multiple reasons, was not a good fit for the credit recovery program. Both went to administration with complaints about the other. The employer accommodated Ms. Garcia's request to no longer

work with Mr. Freeney and temporarily reassigned her, at her request, to work in the administrative office.

As part of Ms. Garcia's office duties, she assisted with addressing dress code violations. The employer provided Ms. Garcia with additional projects. Ms. Garcia's work hours and pay did not change. Though the employer was accommodating Ms. Garcia's request to work in the office, Ms. Garcia believed she should make a higher wage for the office work. The District had previously decided not to hire another office worker for a vacated office position. During the period when Ms. Garcia was working in the office, an assistant principal was facilitating her search of a new, permanent position within the district that would be acceptable to her. The employer did not expect Ms. Garcia to take a pay cut or to move into another position she did not want.

Ms. Garcia voluntarily quit suddenly on March 5, 2013. The quit came shortly after Assistant Principal Sharrie Phillips verbally reprimanded Ms. Garcia for undermining Ms. Phillips' authority in front of a student. The student had come to school in clothing that violated the uniform dress code. Per protocol, Ms. Garcia provided the student with a school-owned clothing item to wear instead of the unacceptable clothing item the student had worn to school. The student was upset about having to change into the other clothing. After Ms. Garcia interacted with the student, Ms. Phillips met with the student privately. As Ms. Phillips and the student emerged from their meeting in Ms. Phillips' office, Ms. Phillips advised Ms. Garcia that the student would be allowed to wear the clothing she had on when she arrived at school and that Ms. Garcia was to give the student a pass so that the student could be readmitted to class. Ms. Garcia took issue with this decision and made a comparison between the student in question and other students who had been required to change when arriving at school in similar attire. Ms. Phillips reaffirmed that her decision was to allow the student to wear the clothing in which the student arrived that day. The student witnessed the exchange between Ms. Garcia and Ms. Phillips. The student then headed to class.

A short while later, Ms. Phillips summoned Ms. Garcia into her office and issued a verbal reprimand for undermining Ms. Phillips' authority in front of the student. Ms. Phillips directed Ms. Garcia in the future to raise her concerns privately with Ms. Phillips rather than challenging her authority in front of a student. Ms. Phillips explained that she, not Ms. Garcia, had authority to decide whether the student would be required to change clothing. Ms. Garcia told Ms. Phillips that she felt that Ms. Phillips had her favorites amongst the students. Ms. Phillips told Ms. Garcia that she was entitled to her opinion, but was not to share it in front of students.

A short while after the meeting with Ms. Phillips, Ms. Garcia tendered her resignation, effective immediately. Ms. Garcia went to Principal Padget's office and told her that she was quitting. Principal Padget immediately followed up with an email to administrative staff to let them know Ms. Garcia had quit. Ms. Garcia handed over materials for a project she had been working on. Ms. Garcia turned over her employer-issued notebook computer. After Ms. Garcia had told Ms. Padget she was quitting and after Ms. Padget accepted the resignation, Ms. Garcia chatted with a secretary, who told her to just show up for work the next day. Ms. Garcia then telephoned Employee Services Representative Juliet Dunn and said that she wanted to change her job. Ms. Dunn had already received an email message from Principal Padget about Ms. Garcia's quit. Ms. Garcia told Ms. Dunn that a secretary had told her not pay any attention to the quit situation. Ms. Dunn told Ms. Garcia that the employer had documented a quit and that unless Ms. Garcia went to Principal Padget and they came to some other mutual understanding, the district considered Ms. Garcia to have quit. Ms. Garcia did not contact Principal Padget.

REASONING AND CONCLUSIONS OF LAW:

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.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 698, 612 (Iowa 1980) and Peck v. EAB, 492 N.W.2d 438 (Iowa App. 1992). 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. See 871 IAC 24.25.

Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See 871 IAC 24.26(4). The test is whether a reasonable person would have quit under the circumstances. See Aalbers v. Iowa Department of Job Service, 431 N.W.2d 330 (Iowa 1988) and O'Brien v. Employment Appeal Bd., 494 N.W.2d 660 (1993). Aside from quits based on medical reasons, prior notification of the employer before a resignation for intolerable or detrimental working conditions is not required. See Hy-Vee v. EAB, 710 N.W.2d (Iowa 2005).

871 IAC 24.26(1) 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:
>
> (1) A change in the contract of hire. An employer's willful breach of contract of hire shall not be a disqualifiable issue. This would include any change that would jeopardize the worker's safety, health or morals. The change of contract of hire must be substantial in nature and could involve changes in working hours, shifts, remuneration, location of employment, drastic modification in type of work, etc. Minor changes in a worker's routine on the job would not constitute a change of contract of hire.

"Change in the contract of hire" means a substantial change in the terms or conditions of employment. See Wiese v. Iowa Dept. of Job Service, 389 N.W.2d 676, 679 (Iowa 1986). Generally, a substantial reduction in hours or pay will give an employee good cause for quitting. See Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988). In analyzing such cases, the Iowa Courts look at the impact on the claimant, rather than the employer's motivation. Id. An employee acquiesces in a change in the conditions of employment if he or she does not resign in a timely manner. See Olson v. Employment Appeal Board, 460 N.W.2d 865 (Iowa Ct. App. 1990).

When an employee voluntarily quits in response to a reprimand, the quit is presumed to be without good cause attributable to the employer. See 871 IAC 24.25(28).

When an employee voluntarily quits due to an inability to work with other employees, due to a personality conflict with a supervisor, or due to dissatisfaction with the work environment, the

quit is presumed to be without good cause attributable to the employer. See 871 IAC 24.25(6), (21) and (22).

The evidence in the record established a voluntary quit in response to a reprimand. Ms. Phillips reasonably admonished Ms. Garcia not to undermine her authority in front of a student. Ms. Garcia overreacted to the reprimand and quit the same day. The weight of the evidence also establishes that Ms. Garcia's quit was based on personality conflicts with multiple superiors. These included Ms. Phillips and Mr. Freeney.

The evidence fails to establish either intolerable or detrimental working conditions or a substantial change in the conditions of the employment initiated by the employer. A few weeks before the quit, Ms. Garcia had ceased working in the remedial program due to a personality conflict with the teacher in charge of the program, Mr. Freeney. The evidence fails to establish that Mr. Freeney harassed Ms. Garcia. The evidence does establish a pattern on the part of Ms. Garcia of overstepping her authority as a paraprofessional. The employer accommodated Ms. Garcia's request to no longer work in the remedial program with Mr. Freeney. The employer accommodated Ms. Garcia's request to work in the administrative office for the remainder of the year. Prior to the quit, the employer supported Ms. Garcia's search for another suitable position within the district. The employer did not decrease Ms. Garcia's wage or change her work hours. The employer was not obligated to increase Ms. Garcia's wages while temporarily accommodating Ms. Garcia's request for a change in duties. The employer was not obligated to hire Ms. Garcia for a permanent position in the office. Any change in the conditions of the employment was at the request of Ms. Garcia.

The weight of the evidence establishes that Ms. Garcia voluntarily quit the employment without good cause attributable to the employer. Accordingly, Ms. Garcia is disqualified for benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The employer's account shall not be charged for benefits paid to Ms. Garcia.

DECISION:

The agency representatives March 21, 2013, reference 01, decision is affirmed. The claimant voluntarily quit the employment without good cause attributable to the employer. The claimant is disqualified for benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The employer's account shall not be charged.

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James E. Timberland
Administrative Law Judge

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Decision Dated and Mailed

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