

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RENALDO ELLIS
Claimant

APPEAL NO. 07A-UI-07638-D

**ADMINISTRATIVE LAW JUDGE
DECISION**

POLK COUNTY
Employer

OC: 09/24/06 R: 02
Claimant: Appellant (1)

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

Renaldo Ellis (claimant) appealed a representative's August 3, 2007 decision (reference 02) that concluded he was not qualified to receive unemployment insurance benefits after a separation from employment from Polk County (employer). After hearing notices were mailed to the parties' last-known addresses of record, an in-person hearing was held on August 28, 2007. The claimant participated in the hearing. Mike Campbell appeared on the employer's behalf and presented testimony from one witness, Tony Rhoads. During the hearing, Employer's Exhibits One and Two and Claimant's Exhibit A were entered into evidence. 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 March 14, 2007. He worked full time as a youth services aide on a rotating 12-week cycle of days, but working an 11:00 p.m. to 7:00 a.m. shift. His last day of work was the shift that ended at 7:00 a.m. on June 1, 2007. He voluntarily quit as of that time. His reason for quitting was that he felt a discipline he was receiving was unfair and that he was being inordinately scrutinized.

The claimant was responsible for overseeing approximately eight to ten youths in the county's youth shelter; one of his duties was to do a bed check on each of the youths every 13 to 15 minutes, which was to be signed off on the room check log. There had been an incident in April in which the claimant's team leader had given him a documented record of oral discussion for missing a bed check sign off. The claimant had disagreed with the discussion and had declined to sign off on it.

The claimant did not wish to remain indefinitely in the youth services aide position, but was more interested in other positions within the department or the county. He had applied for some of those positions but had not gotten them. The employer indicated the hiring decisions were

made based upon other applicants having more seniority or experience; the claimant did not present evidence to the contrary. Mr. Rhoades, the program administrator, had encouraged the claimant to apply for those and other positions if he was interested. When Mr. Rhoades had informed the claimant in a telephone conversation that he had not gotten one of the positions, he had commented to the claimant that it would “look better” if he would sign the record of discussion from the April incident. The claimant responded that he did not wish to discuss the matter further by phone, but was agreeable to discussing matters further in person; a meeting was therefore set up and held on May 7.

During the May 7 meeting the claimant indicated he felt his team leader was overly scrutinizing him, that he was being called in to discuss work issues with the team leader several times a week, and that this could be contributing to why the claimant may have missed signing bed check logs. He indicated to Mr. Rhoades that there had probably been some other incidents of this occurring since April, to which Mr. Rhoades responded that they would deal with those issues if and when they were reported.

After the May 7 meeting, the claimant went home to discover his son had died. As a result, the claimant was on leave for ten days. However, also after the May 7 meeting Mr. Rhoades had received the report that the claimant had missed bed check logs on May 5 and May 6. Upon the claimant's return to work the week of May 28, the claimant felt things had been going better; however, the employer, which had deferred addressing the May 5 and May 6 bed check issues during the claimant's leave, scheduled a meeting for the morning of June 1 in order to provide the claimant with a documented oral reprimand which would also have extended the claimant's normal six-month probation by another three months.

The oral reprimand is viewed by the employer as the first official level of discipline. Under normal circumstances, there are multiple other disciplinary levels after the oral reprimand prior to termination. The employer had no intention of pursuing termination of the claimant as of June 1. However, when the employer informed the claimant of its intended action, the claimant responded that he did not “need this,” that he was quitting. He expressed his concern that the employer had more significant issues it should be addressing rather than his alleged missed bed checks from May 5 and May 6, indicating that he knew other aides had missed bed checks and he did not believe they had been disciplined, and the prior night there had been an escape on a different ward that he felt an aide had missed and to which the employer should be focusing its scrutiny rather than on him. He confirmed his intention to quit with a written statement.

REASONING AND CONCLUSIONS OF LAW:

If the claimant voluntarily quit his employment, he is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer.

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.

871 IAC 24.25 provides that, 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. A voluntary leaving of employment requires an intention to terminate the employment relationship. Bartelt v. Employment Appeal Board, 494 N.W.2d 684 (Iowa 1993). The claimant did express or exhibit the intent to cease working for the employer and did act to carry it out. The claimant would be disqualified for unemployment insurance benefits unless he voluntarily quit for good cause.

The claimant has the burden of proving that the voluntary quit was for a good cause that would not disqualify him. Iowa Code section 96.6-2. Leaving because of unlawful, intolerable, or detrimental working conditions would be good cause. 871 IAC 24.26(3), (4). Leaving because of a dissatisfaction with the work environment or a personality conflict with a supervisor is not good cause. 871 IAC 24.25(21), (23). Quitting because a reprimand has been given is not good cause. 871 IAC 24.25(28). The claimant has not provided sufficient evidence to conclude there was discriminatory action against him or that a reasonable person would find the employer's work environment detrimental or intolerable. O'Brien v. Employment Appeal Board, 494 N.W.2d 660 (Iowa 1993); Uniweld Products v. Industrial Relations Commission, 277 So.2d 827 (FL App. 1973). The claimant has not satisfied his burden. Benefits are denied.

DECISION:

The representative's August 3, 2007 decision (reference 02) is affirmed. The claimant voluntarily left his employment without good cause attributable to the employer. As of June 1, 2007, benefits are withheld until such time as the claimant has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

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