

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

NINA M RAY-HENNESS
Claimant

APPEAL NO. 07A-UI-06823-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

THE IOWA CLINIC PC
Employer

OC: 06/10/07 R: 12
Claimant: Appellant (1)

Section 96.5-1 – Voluntary Leaving
Section 96.3-7 – Recovery of Overpayment of Benefits

STATEMENT OF THE CASE:

Nina M. Ray-Henness (claimant) appealed a representative's July 2, 2007 decision (reference 02) that concluded she was not qualified to receive unemployment insurance benefits after a separation from employment from The Iowa Clinic (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on July 30, 2007. The claimant participated in the hearing. Marian Klein appeared on the employer's behalf and presented testimony from one other witness, Karen Evison. During the hearing, Employer's Exhibits One, Two, and Three 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 November 1, 2005. She worked full time as a medical assistant in the employer's urology department. Her last day of work was Friday, March 23, 2007. She submitted her written resignation over the weekend prior to what would have been her next scheduled workday, March 26.

On March 22 the claimant had a meeting with her immediate supervisor, Ms. Evison, during which Ms. Evison gave the claimant a notice of corrective action (Employer's Exhibit Two). The notice addressed concerns, at least some of which had been relayed to Ms. Evison from the nurse practitioner "Joe," with whom the claimant had worked. The notice was also a follow-up to a December 22, 2006 performance appraisal (Employer's Exhibit One), which had cited a need to improve in areas of accepting constructive criticism, taking accountability for her actions, and management of her PTO time. The notice referred to a failure to show improvement and further deterioration of her PTO time management. Certain performance goals on specific skills were set out, and the claimant was advised that she needed to ensure she was arriving ready for work promptly at 8:00 a.m. and needed to be receptive to feedback.

While the details were not specified in the notice, some of the basis of the notice was reports from the nurse practitioner "Joe" that the claimant would frequently not be ready to begin her work duties until 8:30 a.m. and that she continued to use references to procedures to patients differently than she had been instructed.

The claimant did not share with Ms. Evison how disturbed she was by the corrective action notice or by the reports made by Joe regarding her conduct. However, after receiving the notice and after discussing the matter with her husband, the claimant determined she could no longer work with Joe because of what she felt was his lying about her. Also, the claimant and her husband had already determined that they were going to be moving out of state as of May 1, so the claimant would have given her two-week notice within about a month anyway. Therefore, she determined to quit as of March 23.

The claimant established an unemployment insurance benefit year effective June 10, 2007, after a potentially temporary separation from employment she had obtained after moving to Tennessee. Her weekly benefit amount was calculated to be \$347.00. While not conclusive, it does not appear that as of the date of the hearing the claimant has earned at least \$3,470.00 in wages from other employment after her March 23, 2007 separation from this employer.

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 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 she 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 her. Iowa Code § 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 or an inability to work with another employee is not good cause. 871 IAC 24.25(6), (21), (23). Quitting because a reprimand has been given is not good cause. 871 IAC 24.25(28). While the claimant's work situation may not have been ideal, she has not provided sufficient evidence to conclude 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). Further, leaving employment because of an anticipated move to another locality or state is not good cause. 871 IAC 24.25(2), (10). The claimant has not satisfied her burden. Benefits are denied.

DECISION:

The representative's July 2, 2007 decision (reference 02) is affirmed. The claimant voluntarily left her employment without good cause attributable to the employer. As of March 23, 2007, benefits are withheld until such time as the claimant has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/kjw