

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KIMBERLY L CONNELL
Claimant

APPEAL NO: 10A-UI-15779-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

GEN PARTNER: MOTEL 6
Employer

OC: 08/29/10
Claimant: Respondent (2)

Section 96.5-1 – Voluntary Quit

PROCEDURAL STATEMENT OF THE CASE:

The employer appealed a representative's November 4, 2010 determination (reference 03) that held the claimant qualified to receive benefits and the employer's account subject to charge because the claimant voluntarily quit her employment for reasons that qualify her to receive benefits. The claimant participated in the hearing. Karen Haynes, the general manager, appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters finds the claimant is not qualified to receive benefits.

ISSUE:

Did the claimant voluntarily quit her employment for reasons that qualify her to receive benefits?

FINDINGS OF FACT:

The claimant started working for the employer in July 2009. The employer hired the claimant to work part time as a guest service representative. Haynes supervised the claimant. When Haynes was not at work, the assistant manager, I. supervised the claimant.

Haynes thought about promoting the claimant because she was allowed two MOD's. Haynes told I. about promoting the claimant and I. appeared to agree with this decision. A few weeks before the claimant's employment separation, I. started sending the claimant angry and threatening text messages when the claimant was not at work. The claimant did not understand why I. was so upset with her. Just before Haynes left for a vacation, she learned I. had been sending threatening text messages to the claimant. Haynes asked the claimant if she wanted the three of them to discuss problems before Haynes went on a vacation or if this meeting could take place right after Haynes returned from her vacation. Haynes understood the claimant had no problem waiting until Haynes returned from her vacation to resolve the issue between herself and I.

Before Hayes went on vacation, she told I. she could not send the claimant any more threatening texts and if she did I. could lose her job. When Haynes left for her vacation, she did not anticipate that both the claimant and I. would resign.

After Haynes talked to the claimant, the claimant and I. talked. Based on what I. told the claimant, she understood that Haynes made comments that pitted the two against one another. In other words, Haynes told I. things about the claimant that were not true and also told the claimant things about I. that were not true. The claimant decided she could not continue to work in an environment where an assistant manager sent her threatening texts and the manager told her employees lies about other employees. While Haynes was on vacation, the claimant sent the general manager a fax that she was resigning effective the next day. The claimant reported she was resigning because of a hostile work environment.

The claimant established a claim during the week of August 29, 2010. She has filed for but not received any benefits since August 29.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if she voluntarily quits employment without good cause attributable to the employer. Iowa Code § 96.5-1. When a claimant quits, she has the burden to establish she quit for reasons that qualify her to receive benefits. Iowa Code § 96.6-2.

The law presumes a claimant quits if she leaves because of intolerable or detrimental working conditions. 871 IAC 24.26(4). The law also presumes a claimant quits without good cause when she leaves because she does not like the work environment or has a personality conflict with a supervisor. 871 IAC 24.25(21) and (22).

The evidence indicates that when Haynes learned her assistant manager had been sending the claimant threatening text messages, she talked to her and told her this had to stop. Haynes also asked the claimant if she wanted a meeting between the three of them immediately or if the meeting could wait until Haynes returned from her vacation. Haynes understood the claimant had no problem with having a meeting to resolve issues between she and I. after Haynes returned from her vacation.

The claimant testified that after Haynes talked to her, I. again became upset with her because she thought the claimant told Haynes that I. left her child alone in a motel room when I. worked. The claimant's credibility is in question because Haynes knew nothing about I.'s child possibly being in a motel room until after she came back from her vacation. The evidence indicates the I. did not get along with the claimant and sent her inappropriate text messages. Since the claimant agreed to a meeting between the three of them after Haynes returned from a vacation, the facts do not establish that the claimant quit because of a hostile work environment. The claimant failed to wait until Haynes returned to resolve her issues. The claimant's conclusion that Haynes created the problems between the two women is not supported by the evidence. The fact that both the claimant and I. resigned when Haynes was on vacation makes the claimant's stated reasons for resigning suspect.

If the work environment was as hostile as the claimant suggested, she would not have told Haynes she could wait for the meeting until after her vacation. Haynes even gave her the opportunity to meet before Haynes left on her vacation and the claimant indicated that was not necessary.

The claimant quit her employment for personal reasons, but she did not establish she quit because of an intolerable or detrimental working conditions. As of August 29, 2010, the claimant is not qualified to receive benefits.

DECISION:

The representative's November 4, 2010 determination (reference 03) is reversed. The claimant voluntarily quit her employment for reasons that do not qualify her to receive benefits. The claimant is disqualified from receiving unemployment insurance benefits as of August 29, 2010. This disqualification continues until she has been paid ten times her weekly benefit amount for insured work, provided she is otherwise eligible. The employer's account will not be charged.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/css