

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

THOMAS E STRAUSSE
Claimant

APPEAL NO. 18A-UI-03812-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

EGS CUSTOMER CARE INC
Employer

OC: 02/25/18
Claimant: Appellant (1)

Iowa Code Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Thomas Strausse filed a timely appeal from the March 22, 2018, reference 02, decision that disqualified him for benefits and that relieved the employer's account of liability for benefits, based on the Benefits Bureau deputy's conclusion that Mr. Strausse voluntarily quit on February 27, 2018 without good cause attributable to the employer. After due notice was issued, a hearing was held on April 20, 2018. Mr. Strausse participated. Turkessa Newsone represented the employer and presented additional testimony through CorriSSa Stafford.

ISSUE:

Whether Mr. Strausse separated from the employment for a reason that disqualified him for unemployment insurance benefits or that relieves the employer's account of liability for benefits.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Thomas Strausse was employed by EGS Customer Care, Inc./Alorica as a full-time Customer Service Representative assigned to the New York Times account until February 27, 2018, when he voluntarily quit the employment. On that day, Mr. Strausse telephoned the workplace and left a voicemail message in which he stated that he guessed his job had been eliminated and therefore he would not be in. Mr. Strausse job had not been eliminated and the employer continued to have work available for Mr. Strausse.

Beginning on January 15, 2018, the employer moved Mr. Strausse from one New York Times business lines to another. The employer has 27 lines of business that relate to the New York Times. Prior to the change, Mr. Strausse performed "offline" customer service work that involved responded to customer emails and Internet "chat." That work included assisting customers with resetting passwords, updated credit card payment information, assisting customers with "self-service" access, and entering information to send complementary copies of the Times Digest to existing customers. After the change, the Time Digest work became automated and the "chat" work was moved to another location. Accordingly, those duties were no longer available to Mr. Strausse. Mr. Strausse continued to be assigned to respond to customer emails. The employer added telephone duties wherein Mr. Strausse would have to respond to inbound customer calls regarding newspaper delivery issues and other customer

care questions. The employer also added some duties related to real estate classified ads. Mr. Strausse's pay, work hours, and work location did not change.

Mr. Strausse's decision to leave the employment was based on the change in duties and other related, frustrating experiences. Toward the end of the employment, Mr. Strausse experienced problems with his email connection at work. The problem lasted a week and a half, during which time, Mr. Strausse's immediate supervisor, Team Lead Ashley Callow, attempted to reset Mr. Strausse's email access. The employer had onsite I.T. professionals available to assist in resolving such issues. Somehow, Mr. Strausse's home telephone number became associated with his work email reset attempt and Mr. Strausse's wife received a work-related telephone call at the family's home. Mr. Strausse's frustration with the change in duties included frustration with his attempt to master an updated software program. The software program was a newer version of a program Mr. Strausse had used up to that point. If Mr. Strausse was unsatisfied with Ms. Callow's attempt to reset his work email access, the employer's open-door policy provided him with the option of taking his concerns to Corriisa Stafford, Operations Manager. Mr. Strausse did not take his concerns to Ms. Stafford.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

Iowa Admin. Code r. 871-24.26(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).

The weight of the evidence in the record establishes changes in the work duties during the last several weeks of Mr. Strausse's employment. However, the weight of the evidence does not establish substantial changes within the meaning of the law. Some degree of change is inevitable in all work environments. Mr. Strausse kept the email-related duties, but was relieved of the Internet chat duties and the duties related to issuing complimentary copies of the Times Digest. The employer added some telephone duties and, apparently, some duties related to real estate classified ads. All of the duties related to customer service in connection with the New York Times lines of business. Mr. Strausse's pay, work hours, and work location remained unchanged.

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).

The weight of the evidence in the record does not establish intolerable and/or detrimental working conditions that would have prompted a reasonable person to leave the employment. One can appreciate Mr. Strausse's frustration with the email reset issue. If Mr. Strausse thought Ms. Callow was incapable of resolving the connectivity issues or was taking too long to resolve the connectivity issues, there were other paths toward resolution readily available to him via contact with Ms. Stafford or the I.T. personnel. Such concerns do not rise to level of intolerable and detrimental working conditions that would prompt a reasonable person to sever the employment relationship. Nor would the learning curve associated with mastering the updated software program rise to that level.

Mr. Strausse voluntarily quit the employment on February 27, 2018 without good cause attributable to the employer. Accordingly, Mr. Strausse is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount. Mr. Strausse must meet all other eligibility requirements. The employer's account shall not be charged.

DECISION:

The March 22, 2018, reference 02, decision is affirmed. The claimant voluntarily quit the employment on February 27, 2018 without good cause attributable to the employer. The claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/rvs