

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DIMITRIOS MAVROPOULOS
Claimant

APPEAL NO. 08A-UI-10528-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ELLISON TECHNOLOGIES INC
Employer

OC: 09/07/08 R: 12
Claimant: Appellant (1)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Dimitrios Mavropoulos filed an appeal from a representative's decision dated October 31, 2008, reference 01, which denied benefits based on his separation from Ellison Technologies, Inc. (ETI). After due notice was issued, a hearing was held by telephone on November 25, 2008. Mr. Mavropoulos participated personally and Exhibits A, B, and C were admitted on his behalf. The employer participated by Melanie Rodriguez, Director of Human Resources; Tom McLaughlin, Controller; and Tina Kern, Human Resources Coordinator.

ISSUE:

At issue in this matter is whether Mr. Mavropoulos was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Mavropoulos was employed by ETI beginning in December of 2004. He was last employed full time as a network analyst. He heard rumors that his supervisor was looking for someone to replace him. He did not confirm this with the supervisor. Because of the rumor, Mr. Mavropoulos sent an email to management on September 10, 2008.

In the email, Mr. Mavropoulos stated that, because of the intention to replace him, he wanted to make the process "seamless to avoid interruptions" for the employer. He also indicated he did not feel the pay was commensurate with his knowledge and that he was not happy with his supervisor. He also indicated that he preferred working in architectural design and implementation of networks rather than supporting end users. Mr. Mavropoulos stated in the email that he was willing to assist in training and orienting his replacement. He asked that he be allowed time to find another job.

The employer construed Mr. Mavropoulos's email as a resignation and notified him during a meeting on September 11 that his resignation had been accepted. He indicated it was not his intent to resign. During the meeting, the employer discussed some of the deficiencies in

Mr. Mavropoulos' job performance but did not tell him he was being fired. He was offered a severance agreement that provided four weeks of salary. He was told he could review the agreement and make a decision within the next 14 days. Mr. Mavropoulos signed the agreement on September 11. The agreement provided that the employment would end on September 11, 2008.

REASONING AND CONCLUSIONS OF LAW:

Although Mr. Mavropoulos contended that his email of September 10 was not intended to be a resignation, the clear wording of the document establishes to the contrary. The email speaks of his dissatisfaction with certain aspects of the job and of putting together a "plan for me to get out." It also speaks of his willingness to train his replacement. A reasonable person would construe the email as a whole as a letter of resignation. The employer notified Mr. Mavropoulos that his resignation was accepted. Although the severance document states that his employment was being terminated, he was also given a letter dated September 11 which indicated that his resignation was being accepted. He knew that by signing the severance agreement, he was acknowledging that he was resigning. Mr. Mavropoulos chose to accept the severance package rather than contest the employer's determination that he was resigning.

Where an individual resigns and the resignation is accepted by the employer, his separation is considered a voluntary quit. See 871 IAC 24.25(37). An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Mr. Mavropoulos cited his pay as a factor he was unhappy with. However, there was no evidence that he was not being paid the agreed-upon amount or that he did not receive any promised raises. He also indicated that he did not feel his knowledge was being utilized in the job. He was performing the job for which he was hired. It also appears that he was not performing the type of work he preferred to do.

After considering all of the evidence, the administrative law judge concludes that Mr. Mavropoulos did not have good cause attributable to the employer for quitting. As such, benefits are denied.

DECISION:

The representative's decision dated October 31, 2008, reference 01, is hereby affirmed. Mr. Mavropoulos quit his employment with ETI for no good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

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