

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**TANISHA K RICE**  
Claimant

**APPEAL NO. 07A-UI-01506-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**GRAPHIC EDGE INC**  
Employer

**OC: 12/24/06 R: 01  
Claimant: Appellant (1)**

Section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

Tanisha Rice filed an appeal from a representative's decision dated February 5, 2007, reference 02, which denied benefits based on her separation from Graphic Edge, Inc. After due notice was issued, a hearing was held by telephone on February 27, 2007. Ms. Rice participated personally. The employer participated by Peg Sanders, Human Resources Director.

**ISSUE:**

At issue in this matter is whether Ms. Rice 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: Ms. Rice was employed by Graphic Edge, Inc. from November 11, 2004 until October 5, 2006. She worked full-time in silk screening. On October 5, the owner of the business distributed "thank-you" cards to the employees. Some of the cards were opened while the employees were still together as a group. Some employees received only cards while others received bonuses in the form of cash or gift certificates. Ms. Rice was among those who received only a "thank-you" card. She felt humiliated by the experience and, therefore, decided to quit.

Ms. Rice had already been thinking about quitting because of the amount of overtime that was required and the fact that she was not earning enough money. The employer has peak business times from August through the end of the year. During this season, overtime is mandatory.

After her separation from Graphic Edge, Inc., Ms. Rice obtained employment with Equipment Brokers, Inc. where she began working November 13, 2006. She filed a claim for job insurance benefits effective December 24, 2006 because of a plant shut-down. Her total gross earnings in the new employment were \$2,107.63 for 2006.

**REASONING AND CONCLUSIONS OF LAW:**

Ms. Rice voluntarily quit her employment with Graphic Edge, Inc. 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). Ms. Rice quit because she felt humiliated in not receiving a bonus on October 5, 2006. The bonuses were discretionary and not earned. Therefore, the employer was under no obligation to give her a bonus. The administrative law judge appreciates that Ms. Rice was hurt by the experience. However, absent an obligation by the employer to give her a bonus, the failure to grant her one did not constitute good cause attributable to the employer for quitting. It does not appear that the employer intended to cause her to be hurt and humiliated by handing out the "thank-you" cards in a group setting.

Ms. Rice had been planning to seek work elsewhere before October 5, 2006. She was unhappy with the pay. However, she was being paid the agreed upon amount. She was also unhappy with the amount of mandatory overtime. However, the overtime was only during the busy season and, given her length of employment, Ms. Rice knew that it was a seasonal factor.

Ms. Rice has had other employment since leaving Graphic Edge, Inc. However, she did not have gross earnings that equaled ten times her weekly job insurance benefit amount. Therefore, she had not requalified for benefits when she filed her claim for benefits effective December 24, 2006. She probably will have requalified for benefits should she experience another layoff from her current employment in the future.

**DECISION:**

The representative's decision dated February 5, 2007, reference 02, is hereby affirmed. Ms. Rice voluntarily quit her employment for no good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

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