

**IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI**

**RENEE HARTMANN  
302 FAIRVIEW DR  
GLENWOOD IA 51534**

**AMERICAN GAMES INC  
c/o TALX UC EXPRESS  
PO BOX 6007  
OMAHA NE 68106-6007**

**Appeal Number: 05A-UI-03802-CT  
OC: 03/13/05 R: 01  
Claimant: Appellant (1)**

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Renee Hartmann filed an appeal from a representative's decision dated April 4, 2005, reference 01, which denied benefits based on her separation from American Games, Inc. After due notice was issued, a hearing was held by telephone on May 3, 2005. Ms. Hartmann participated personally. The employer participated by Leslie Wrinkle, Human Resources Manager, and Tom Adams, Production Manager. The employer was represented by Lynn Corbeil, Attorney at Law.

#### FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: Ms. Hartmann began working for American Games, Inc. on August 2, 1999 and last performed services on March 16, 2005. She was a full-time employee until February 14, 2005 when she voluntarily reduced her status to part-time. She was working approximately ten hours per week at the time of separation.

One of the tasks that Ms. Hartmann had performed throughout her employment was collating bingo paper, a job that was done either by hand or by machine. Employees are expected to collate 3,500 sheets of paper per hour by machine or 2,700 per hour by hand. If an individual fails to meet quota by at least 15 per cent, they are subject to disciplinary action. Ms. Hartmann received written warnings about her low productivity on November 24, 2004 and February 10, 2005. On March 2, 2005, Ms. Hartmann received another written warning about her low productivity. She was advised that she could be discharged if she continued to fail to make her quota. She then gave two week's notice that she was quitting. Continued work would have been available if Ms. Hartmann had not quit.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Hartmann was separated from employment for any disqualifying reason. 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. Hartmann quit after being reprimanded about her low productivity. She was not being discharged on March 2 when the reprimand was given. She was only being warned that discharge was a future possibility if she continued to not meet quota. An individual who quits employment after being reprimanded is presumed to have quit for no good cause attributable to the employer. 871 IAC 24.25(28).

Ms. Hartmann had the choice of trying to meet the employer's production standards or quitting. She was capable of meeting the employer's standards as she had demonstrated in the past. Because she was capable of meeting the employer's standards, discharge was not an inevitability. The evidence failed to establish that Ms. Hartmann was singled out for disciplinary action or that her supervisor was harassing her. Moreover, she never put the employer on notice that there were any problems that might cause her to quit. For the reasons cited herein, it is concluded that Ms. Hartmann did not have good cause attributable to the employer for quitting. Accordingly, benefits are denied.

Ms. Hartmann was a part-time employee with American Games, Inc. when she quit. An individual who voluntarily quits part-time employment without good cause attributable to the employer may nevertheless qualify for job insurance benefits if there are sufficient other wage credits to establish a valid claim. See 871 IAC 24.27(96). All of Ms. Hartmann's base period wage credits were earned with American Games, Inc. Therefore, she does not have other wage credits on which to base a claim for job insurance benefits.

DECISION:

The representative's decision dated April 4, 2005, reference 01, is hereby affirmed. Ms. Hartmann 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.

cfc/pjs