IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS

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

LISA L BANES
Claimant

ALL SEASONS WEEDS
Employer

APPEAL NO: 12A-UI-00387-DWT

ADMINISTRATIVE LAW JUDGE DECISION

OC: 12/11/11
Claimant: Appellant (1)

Iowa Code § 96.5(1)- Voluntary Quit

PROCEDURAL STATEMENT OF THE CASE:

The claimant appealed a representative's January 6, 2012 determination (reference 01) that disqualified her from receiving benefits and held the employer's account exempt from charge because she voluntarily quit her employment for reasons that do not qualify her to receive benefits. The claimant participated in the hearing with Rodney Banes, her husband, as a witness. Margo Zoilskowski, Nancy Meckel, and Rex Holloway appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge finds the claimant is not qualified to receive benefits.

ISSUE:

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

FINDINGS OF FACT:

The claimant started working for the employer in April 2011. She worked full-time as a designer, delivery person, and sales person.

After the claimant was hired, the employer required the claimant and Meckel to sign a document indicating they were personally responsible for costly mistakes made on the cash register. The claimant did not believe this right, but she signed the document. Meckel also signed the document.

During her employment, when the claimant worked more than 40 hours one week, the employer allowed her to leave work early the next week. The employer gave her time off instead of paying overtime wages. The claimant believes she should have received overtime pay for any week she worked over 40 hours. While the claimant worked for the employer, she did not contact an attorney or the State to find out if the employer's practice of paying her overtime if she worked more than 80 hours during a two-week period was correct or not.

In addition to not getting paid overtime that she believed she was entitled to receive, Meckel, the manager, required her to take time off for lunch even if she did not take a lunch. Meckel had the

claimant take off time for lunch because the claimant took enough smoke breaks during the day that equaled or exceeded her lunch break.

The final incident occurred on December 10 when the claimant forgot to make a delivery. When she asked Holloway what she should do, he told her to make this decision. After the claimant added $10 of flowers to the arrangement, Holloway asked what she had decided. When the claimant told him she had added $10 worth of flowers, he made the comment, "You expect me to eat that." From his reaction, the claimant understood she was expected to pay the employer for the additional $10 she had added to the arrangement.

The employer did not realize the claimant thought she had to pay the employer $10 and was very upset about this. The claimant concluded the employer took advantage of her and quit on December 12. She gave Meckel $10 on December 12 and quit effective immediately because she could not afford to pay the employer for errors she made. Since the claimant rang up a large amount of money on the cash registers every day, it was too much stress for her to make sure she did to make any costly mistakes. The claimant's job was not in jeopardy when she quit. The employer wants to rehire the claimant.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if she quits employment without good cause attributable to the employer. Iowa Code § 96.5(1). The claimant quit on December 12. 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 claimant acknowledged she would not have quit if she had not believed the employer required her to pay for the $10 of product she added to an arrangement she forgot to deliver. Based on the document she had signed in July and Holloway's reaction, the claimant concluded the employer expected her to pay the employer $10 so the employer would not have to "eat" the claimant's costly mistake.

The claimant really felt the employer took advantage of her. The claimant did not agree that the employer could give her time off in lieu of paying her overtime wages, but she did not talk to the owner about this. The claimant also did not like Meckel telling her that she needed to report time off for lunch when she did not get a lunch break. If the claimant took several smoke breaks during the days, instead of a lunch break, Meckel's request was not unreasonable. Again, the claimant did not talk to Holloway about this if she disagreed with Meckel's directive. If the claimant had not believed the employer required her to pay the $10 she added to an arraignment because of her error, the claimant would not have quit. The claimant did not know that Holloway was not requiring her to pay $10. He only wanted her to pay more attention to details so she did not make mistakes. If the claimant had talked to Holloway, she would have realized the employer did not expect her to pay $10 for her mistake.

The claimant quit for a personal reason, but she did not establish that she quit for a reason that qualifies her to receive benefits. As of December 11, 2011, the claimant is not qualified to receive benefits.

DECISION:

The representative's January 6, 2012 determination (reference 01) is affirmed. 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 December 11, 2011. 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.

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Debra L. Wise
Administrative Law Judge

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Decision Dated and Mailed

dlw/kjw