

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CELESTE R SUDDUTH TRIPLETT**  
Claimant

**APPEAL NO: 07A-UI-07728-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**COUNCIL ON SEXUAL ASSAULT &  
DOMESTIC VIOLENCE INC**  
Employer

**OC: 07/15/07 R: 01**  
**Claimant: Appellant (1)**

Section 96.5-1 – Voluntary Quit

**STATEMENT OF THE CASE:**

Celeste R. Sudduth-Triplett (claimant) appealed a representative's August 8, 2007 decision (reference 01) that concluded she was not qualified to receive unemployment insurance benefits, and the account of Council on Sexual Assault & Domestic Violence, Inc. (employer) would not be charged because the claimant voluntarily quit her employment for reasons that do not qualify her to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on August 28, 2007. The claimant participated in the hearing. Becky Carlson, the assistant administrator, Margaret Sanders, the administrator, and Veronica Vazquez, the claimant's supervisor appeared on the employer's behalf. During the hearing Employer Exhibits One and Two and Claimant Exhibit A were offered and admitted as evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

Did the claimant voluntarily quit her employment for reasons that qualify her to receive unemployment insurance benefits, or did the employer discharge her for work-connected misconduct?

**FINDINGS OF FACT:**

The employer hired the claimant to work as the full-time multicultural faith coordinator on November 13, 2006. In January 2007, the employer asked the claimant to take on some added job duties as a part-time Iowa accountability project coordinator. The former accountability coordinator ended his employment. The job duties in the program were then split between the claimant and Carlson. Even though the former employer received a salary, the employer did not offer the claimant any more compensation for taking on additional job duties.

In March 2007, the claimant told Carlson she believed the employer was taking advantage of her because she did not receive additional compensation for additional job duties. While Carlson indicated she would see what she could do, she did not indicate the claimant would

receive more money. When the claimant talked to Carlson about more money for the additional jobs, Carlson explained how and why the employer did not pay the claimant more money. So the Iowa accountability program would be funded for a longer time, the employer did not pay the claimant more money for additional job duties. When asked if she wanted this additional work, the claimant did not accept the work on the condition the employer pay her more money. Since the claimant wanted to work as the employer's full-time Iowa accountability project coordinator, she continued working.

On May 7, 2007, Sanders talked to the claimant and asked why she had refused to use the employer's data base for a DVD she was preparing. Sanders received incorrect information that the claimant intentionally failed to follow Vazquez's directive about using the employer's data base for the DVD. Vazquez planned to show the claimant the data base, but had not directed her to use it or had even shown the claimant how to access the data base prior to May 7, 2007. The claimant was very upset about Sanders' accusation. Later that same day, the claimant gave the employer her written resignation stating she was resigning and her last day of work was May 31, 2007. (Employer Exhibit Two.)

After the claimant resigned and the employer accepted her resignation, Vazquez informed the claimant on May 10 that the employer would like her to wrap up her commitments in the community by the end of that week. Vazquez also indicated that management would complete the Iowa Accountability Project report so the claimant did not have to worry about it any longer. When the claimant read Vazquez's email, she believed the employer had just demoted her and no longer valued the services she provided to the employer. The claimant then informed the employer her last day of work would be May 21 instead of May 31. (Claimant Exhibit A.)

After Sanders learned about the claimant's reaction to Vazquez's email, she informed the claimant she could leave immediately, but the employer would pay her until the end of the month. The claimant did not file a claim for benefits until the week of July 15, 2007.

#### **REASONING AND CONCLUSIONS OF LAW:**

A claimant is not qualified to receive unemployment insurance benefits if she voluntarily quit employment without good cause or an employer discharged her for reasons constituting work-connected misconduct. Iowa Code section 96.5-1, 2-a. The claimant voluntarily resigned her employment on May 7, 2007. When a claimant resigns, she has the burden to establish she quit for reasons that qualify her to receive unemployment insurance benefits. Iowa Code section 96.5-2. Even though the claimant did not work until the effective date of her resignation, May 31 or 21, she did not establish a claim for unemployment insurance benefits for over a month. Also, the employer paid the claimant until the effective date of her resignation. Therefore, even though the employer did not allow the claimant to work after May 10 does not affect whether claimant is qualified to receive benefits after May 31, 2007. The reason(s) the claimant must qualify her to receive benefits subsequent to May 31.

The law presumes a claimant voluntarily quits employment without good cause when she quits after being reprimanded. 871 IAC 24.25(28). The law also presumes a claimant voluntarily quits without good cause when she leaves employment because she is not satisfied with her wages, but knew the wages when she accepted employment. 871 IAC 24.25(13). It is also presumed a claimant quits employment with good cause when she leaves because of a substantial change in the employment or because of intolerable or detrimental working conditions. 871 IAC 24.26(1) and (4).

Even though the claimant asserted the employer racially discriminated her, the facts do not support this assertion. The examples the claimant provided were based on conjecture or the claimant's perception of a situation without asking the employer the reason for a certain decision.

When the claimant agreed to take on additional job duties, such as the Iowa accountability project coordinator, there was no discussion about any additional compensation. The claimant accepted the additional job duties and assumed the employer would pay her more money. Even though the claimant told Carlson she felt that the employer was taking advantage of her, the claimant intended to continue working as the coordinator for the Iowa accountability project because she hoped to be assigned this job full time in the fall. The facts presented during the hearing show that 871 IAC 24.26(1) does not apply in this case.

In early May the claimant had been gone about a week for medical issues. On May 7, Sanders accused the claimant of failing to do something no one told the claimant to do. As a result, of the inaccurate information Sanders received, the claimant was extremely upset when she left Sanders room. Shortly after Sanders' reprimand, the claimant gave the employer her written resignation. The claimant established compelling personal reasons for quitting. She did not, however, establish that she quit for reasons that qualify her to receive unemployment insurance benefits. As of July 15, 2007, the claimant is not qualified to receive unemployment insurance benefits.

**DECISION:**

The representative's August 8, 2007 decision (reference 01) is affirmed. The claimant voluntarily quit her employment for reasons that do not qualify her to receive unemployment insurance benefits. The claimant is disqualified from receiving unemployment insurance benefits as of July 15, 2007. 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/pjs