



## **APPEAL TRIBUNAL DECISION**

**Docket number:** 25 0832    **Hearing date:** December 10, 2025

**CLAIMANT:**

M'LISSA PARKER  
[REDACTED]  
[REDACTED]

**EMPLOYER:**

SPECIAL EDUCATION SERVICE AGENCY  
[REDACTED]  
[REDACTED]

**CLAIMANT APPEARANCES:**

M'Lissa Parker

**EMPLOYER APPEARANCES:**

Olivia Yancey

### **CASE HISTORY**

The claimant timely appealed a determination issued on November 10, 2025, that denied benefits under Alaska Statute 23.20.379. The issue before the Appeal Tribunal is whether the claimant had good cause to voluntarily quit suitable work.

### **FINDINGS OF FACT**

The claimant began working for the employer on August 5, 2024. She last worked on May 13, 2025. At that time, she worked full-time as an emotional disability specialist.

The claimant's work required her to travel regularly to small rural villages. The claimant had concerns about her safety during the travel. The claimant was advised by her mentor to get a phone with AT&T service before moving to Alaska. The claimant then discovered that her phone did not work in most rural areas where only GCI service was available. The claimant checked out employer phones and satellite connection equipment from the employer for her travel, but had multiple problems with the equipment including not initially knowing how to use the satellite system, a phone she was given had no SIM card and the satellite service reaching it's cap before the claimant could return home because she was stuck in the village for three extra days due to weather. The claimant told the employer about her technical difficulties and safety concerns.

In March 2025, the claimant signed a new contract to take effect when her current contract ended in May. In April 2025 there was no phone available for the claimant to take on a trip. The employer rescheduled the trip to give the claimant

time to purchase her own phone with GCI service. The employer provided a monthly stipend for employees using their own cell phones for work purposes.

When the claimant returned from her last work trip, a co-worker told the claimant she was surprised to see the claimant at work that day because the weather had been so bad that it was expected the claimant would be stuck in the village. The claimant was upset that she had been at risk by flying in poor conditions. A local plane crash in February 2025 which had resulted in deaths had caused the claimant extreme stress at the time it occurred. The claimant decided at that point that she would not continue the work due to her safety concerns. On May 2, 2025, the claimant advised the employer she was rescinding her acceptance of the new contract, and her last day of work would be May 13, 2025. The claimant worked through that date and left the work.

The employer held in the hearing that the claimant was advised of the travel expectations of the job on hire, and she was told that employees had the right to choose not to fly for safety reasons at any time, and the employer would cover any expenses associated with re-scheduling. The employer recalled that the claimant had mentioned the problem with the satellite equipment in January 2025. The employer held that the schools the claimant visited for her work had phones and wireless internet the claimant could use, so she was not without communication even when the employer's equipment did not function.

### **PROVISIONS OF LAW**

#### **AS 23.20.379 provides in part:**

- (a) An insured worker is disqualified for waiting-week credit or benefits for the first week in which the insured worker is unemployed and for the next five weeks of unemployment following that week if the insured worker...
  - (1) left the insured worker's last suitable work voluntarily without good cause....

#### **8 AAC 85.095 provides in part:**

- (c) To determine the existence of good cause under AS 23.20.379(a)(1) for voluntarily leaving work determined to be suitable under AS 23.20.385, the department will consider only the following factors:
  - (1) leaving work due to a disability or illness of the claimant that makes it impossible for the claimant to perform the duties required by the work, if the claimant has no other reasonable alternative but to leave work;
  - (2) leaving work to care for an immediate family member who has a disability or illness;

- (3) leaving work due to safety or other working conditions or an employment agreement related directly to the work, if the claimant has no other reasonable alternative but to leave work;
- (4) leaving work to accompany or join a spouse at a change of location, if commuting from the new location to the claimant's work is impractical; for purposes of this paragraph, the change of location must be as a result of the spouse's
  - (A) discharge from military service; or
  - (B) employment;
- (5) leaving unskilled work to attend a vocational training or retraining course approved by the director under AS 23.20.382, only if the claimant enters the course immediately upon separating from work;
- (6) leaving work in order to protect the claimant or the claimant's immediate family members from harassment or violence;
- (7) leaving work to accept a bonafide offer of work that offers better wages, benefits, hours, or other working conditions; if the new work does not materialize, the reasons for the work not materializing must not be due to the fault of the worker;
- (8) other factors listed in AS 23.20.385(b).

**AS 23.20.385(b) provides, in part:**

- (b) In determining whether work is suitable for a claimant and in determining the existence of good cause for leaving or refusing work, the department shall, in addition to determining the existence of any of the conditions specified in (a) of this section, consider the degree of risk to the claimant's health, safety, and morals, the claimant's physical fitness for the work, the claimant's prior training, experience, and earnings, the length of the claimant's unemployment, the prospects for obtaining work at the claimant's highest skill, the distance of the available work from the claimant's residence, the prospects for obtaining local work, and other factors that influence a reasonably prudent person in the claimant's circumstances.

**CONCLUSION**

The final event that led the claimant to her decision to leave the work was flying in very poor weather, following some communication difficulties which were largely resolved at the time the claimant left the work.

In Sumner, Com. Dec. No. 87H-UI-256, August 31, 1987, held in part:

*Hazards which are normal for the occupation do not give a worker a compelling cause to quit, unless the worker's personal condition makes the occupation exceptionally risky, hazardous, or stressful for him.*

The employer was not unresponsive to the claimant's concerns and equipment issues were resolved, including rescheduling a trip and giving the claimant time to purchase a phone that would work in the rural areas. The claimant had the option to choose not fly any time she felt it would be unsafe without financial risk to herself. Flying to rural villages in small planes was a requirement of the claimant's position and poor weather conditions are a fact of life in Alaska. As in Sumner, hazards which are normal for the occupation do not give a worker good cause to quit. The claimant did not establish that she had a condition that made the hazards of travel exceptionally risky, hazardous or stressful.

The Tribunal concludes that the claimant voluntarily quit suitable work without good cause. The penalties of AS 23.20.379 are appropriate in this case.

### **DECISION**

The determination issued on November 10, 2025, is **AFFIRMED**. Benefits remain **DENIED** for the weeks ending May 24, 2025, through June 28, 2025. The three weeks remain reduced from the claimant's maximum benefits. The claimant may not be eligible for extended benefits under AS 23.20.406-409.

### **APPEAL RIGHTS**

This decision is final unless an appeal is filed in writing to the Commissioner of Labor and Workforce Development **within 30 days** after the decision is mailed to each party. The appeal period may be extended only if the appeal is delayed for circumstances beyond the party's control. A statement of rights and procedures is enclosed.

Dated and mailed December 12, 2025.



Rhonda Bunes, Appeals Officer