

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KAREN G ARENDS
Claimant

APPEAL NO. 15A-UI-08012-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CEDAR VALLEY HOSPICE INC
Employer

OC: 06/14/15
Claimant: Respondent (1)

Iowa Code Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

The employer filed a timely appeal from the July 1, 2015, reference 01, decision that allowed benefits to the claimant provided the claimant was otherwise eligible and that held the employer's account could be charged for benefits, based on an Agency conclusion that the claimant had voluntarily quit on June 12, 2015 for good cause attributable to the employer based on a change in the contract of hire. After due notice was issued, a hearing was held on August 13, 2015. The claimant participated. Katie Unland represented the employer and presented additional testimony through Stacey Weinke. The administrative law judge took official notice of the Agency's record of benefits disbursed to the claimant.

ISSUES:

Whether the claimant's voluntary quit was for good cause attributable to the employer.

Whether the employer's account may be charged for benefits.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed by Cedar Valley Hospice, Inc., as a full-time hospice admissions nurse from 2007 until June 12, 2015, when she voluntarily quit the full-time position rather than acquiesce in changes in the conditions of the employment. Throughout the employment, the claimant has served Blackhawk County. Several years prior to the separation, the claimant had made one trip outside of Blackhawk County at the request of the employer. In April 2015, the employer announced that the employer planned to hire a second admissions nurse and have the claimant and the new admissions nurse handle a 14-county region. The changed geographical service region would require the claimant to regularly travel outside of Blackhawk County to perform her duties. The employer expected the claimant to make herself available to serve all 14 counties as needed. The work hours, pay and the nature of the duties would not change. The claimant used her own vehicle for the employment. The employer provided mileage reimbursement. The claimant did not want to engage in the increased driving or drive after dark. The employer notified the claimant that her Blackhawk County specific position would terminate as of June 12, 2015. Prior to that date, the claimant made one trip outside

Blackhawk County in the performance of her duties at the employer's request. The claimant's employment status changed to p.r.n. or on-call as of June 12, 2015. In the following month and a half, the employer did not contact the claimant to have her perform work.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code § 96.5-1 provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 698, 612 (Iowa 1980) and Peck v. EAB, 492 N.W.2d 438 (Iowa App. 1992). In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer. See 871 IAC 24.25.

Iowa Admin. Code r. 871-24.26(1) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

- (1) A change in the contract of hire. An employer's willful breach of contract of hire shall not be a disqualifiable issue. This would include any change that would jeopardize the worker's safety, health or morals. The change of contract of hire must be substantial in nature and could involve changes in working hours, shifts, remuneration, location of employment, drastic modification in type of work, etc. Minor changes in a worker's routine on the job would not constitute a change of contract of hire.

"Change in the contract of hire" means a substantial change in the terms or conditions of employment. See Wiese v. Iowa Dept. of Job Service, 389 N.W.2d 676, 679 (Iowa 1986). Generally, a substantial reduction in hours or pay will give an employee good cause for quitting. See Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988). In analyzing such cases, the Iowa Courts look at the impact on the claimant, rather than the employer's motivation. Id. An employee acquiesces in a change in the conditions of employment if he or she does not resign in a timely manner. See Olson v. Employment Appeal Board, 460 N.W.2d 865 (Iowa Ct. App. 1990).

The evidence in the record indicates that the claimant voluntarily quit her full-time employment in response to substantial changes in the conditions of the employment. The substantial changes included the substantially expanded geographical area she would have to service, the substantial increase in driving involved in the work, and the associated wear and tear on her personal vehicle. The claimant voluntarily quit the employment for good cause attributable to the employer. Accordingly, the claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits.

DECISION:

The July 1, 2015, reference 01, decision is affirmed. The claimant voluntarily quit the employment on June 12, 2015 for good cause attributable to the employer. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/pjs