

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DIANA S ARCHER**  
Claimant

**APPEAL NO: 11A-UI-16538-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**WELLS FARGO BANK NA**  
Employer

**OC: 11/27/11**

**Claimant: Appellant (2)**

Section 96.5-1 – Voluntary Leaving  
Section 96.7-2-a(2) – Charges Against Employer’s Account

**STATEMENT OF THE CASE:**

Diana S. Archer (claimant) appealed a representative’s December 19, 2011 decision (reference 01) that concluded she was not qualified to receive unemployment insurance benefits after a separation from employment with Wells Fargo Bank, N.A. (employer). After hearing notices were mailed to the parties’ last-known addresses of record, a telephone hearing was held on January 26, 2012. The claimant participated in the hearing. The employer failed to respond to the hearing notice and provide a telephone number at which a witness or representative could be reached for the hearing and did not participate in the hearing. Based on the evidence, the arguments of the claimant, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUES:**

Did the claimant voluntarily quit for a good cause attributable to the employer?

Is the employer’s account subject to charge?

**OUTCOME:**

Reversed. Benefits allowed. The employer’s account is not currently subject to charge.

**FINDINGS OF FACT:**

The claimant started working for the employer on September 1, 2011. She worked full-time as a loan document specialist in the employer’s Des Moines, Iowa, area home loan refinancing department. Her job was intended to last from between six months and twelve months. Her last day of work was November 18, 2011. She voluntarily quit as of that date.

When the claimant was hired, she was led to understand she would be given three weeks of training and then would be handling about 30 files per week, scheduled for a 40-hour week. She was only given one week worth of training, and by November 18 she was given over 80 files per week and with mandatory overtime was working 50 or more hours per week. When the claimant asked for additional training or attempted to ask specific questions of her supervisor regarding the loan processing, she was not given any direct guidance, but was only told to “do the best you can.” The claimant ultimately concluded that since the job was not as it had been represented to her and she was not getting direction regarding significant processing questions, she should leave the employment.

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

If the claimant voluntarily quit her employment, she is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer. Iowa Code § 96.5-1. A person who quits employment without good cause attributable to the employer must be disqualified from further benefits even if that person would otherwise be eligible for unemployment insurance benefits, but deferred claiming those benefits in order to accept the work which was then considered unsuitable. *Taylor v. Iowa Department of Job Service*, 362 N.W.2d 534 (Iowa 1985).

A substantial change in contract of hire is recognized as grounds that are good cause for quitting that is attributable to the employer. 871 IAC 24.26(1). Intolerable or detrimental working conditions are good cause for quitting attributable to the employer. 871 IAC 24.26(4). The claimant has demonstrated that a reasonable person would find the employer’s work environment detrimental or intolerable, and that the conditions of the employment were not as had been represented to her. *O’Brien v. EAB*, 494 N.W.2d 660 (Iowa 1993); *Uniweld Products v. Industrial Relations Commission*, 277 So.2d 827 (FL App. 1973). “Good cause attributable to the employer” does not require fault, negligence, wrongdoing or bad faith by the employer, but may be attributable to the employment itself. *Dehmel v. Employment Appeal Board*, 433 N.W.2d 700 (Iowa 1988); *Raffety v. Iowa Employment Security Commission*, 76 N.W.2d 787 (Iowa 1956). Benefits are allowed.

The final issue is whether the employer’s account is subject to charge. An employer’s account is only chargeable if the employer is a base period employer. Iowa Code § 96.7. The base period is “the period beginning with the first day of the five completed calendar quarters immediately preceding the first day of an individual’s benefit year and ending with the last day of the next to the last completed calendar quarter immediately preceding the date on which the individual filed a valid claim.” Iowa Code § 96.19-3. The claimant’s base period began July 1, 2010 and ended June 30, 2011. The employer did not employ the claimant during this time, and therefore the employer is not currently a base period employer and its account is not currently chargeable for benefits paid to the claimant.

**DECISION:**

The representative's December 19, 2011 decision (reference 01) is reversed. The claimant voluntarily quit for good cause attributable to the employer. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible. The employer's account is not subject to charge in the current benefit year.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

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