

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

BOBBI HEHLKE
Claimant

LIFE CONNECTION LLC
Employer

APPEAL NO. 21A-UI-09524-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 02/28/21
Claimant: Respondent (1)**

Iowa Code Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

The employer filed a timely appeal from the March 30, 2021, 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 the deputy's conclusion that the claimant voluntarily quit on February 28, 2021 due to detrimental working conditions. After due notice was issued, a hearing was held on June 18, 2021. Claimant participated. Samantha Whitney represented the employer and presented additional testimony through Mikey Petersen. Exhibits 1, 2 and 3 were received into evidence. The administrative law judge took official notice of the following Agency administrative records: DBRO, KPYX, and the fact-finding interview questionnaires.

ISSUE:

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

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed by Life Connection, L.L.C. as a part-time Behavioral Health Intervention Services worker from October 21, 2020 until November 17, 2020, when she voluntarily quit in response to not being paid for work performed. The claimant was hired to perform 10 hours of work per week at a pay rate of \$29.00 an hour. In October 2020, the claimant met with an assigned client family for two-hour home visit. When the claimant returned to the office, the employer notified the claimant she would not be paid for the work performed because the client family was not approved for services until the day after the claimant met with the family and, therefore, the employer could not bill for the service. The employer had not clearly communicated this issue to the claimant before the claimant performed the work. Rather, the employer had notified the claimant that she needed to meet with the family within 72 hours and the claimant had scheduled the appointment to comply with that directive. After the claimant had performed the work, the employer notified the claimant there was a place in the employer's computer system that set forth the services approval date. The claimant had been unaware of this prior to performing the services.

The claimant sent her resignation notice to the employer on November 17, 2020, after the employer notified the claimant on November 16, 2020 that she would not be paid for the two hours she spent in a phone meeting with another assigned client family. The claimant has attempted to conduct the meeting via Zoom conference in light of the client's COVID-19 concerns. The client could not get the Zoom conference system to work and requested that the claimant conduct the meeting by phone. The claimant complied with the client's request. After the claimant had performed the work, the employer notified the claimant she would not be paid for the work because the employer could not bill for a telephone call. The employer had not clearly communicated this to the claimant before the claimant performed the work. On November 17, 2020, the claimant made her quit effective immediately.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See Iowa Admin. Code r. 871-24.26(4). The test is whether a reasonable person would have quit under the circumstances. See *Aalbers v. Iowa Department of Job Service*, 431 N.W.2d 330 (Iowa 1988) and *O'Brien v. Employment Appeal Bd.*, 494 N.W.2d 660 (1993). Aside from quits based on medical reasons, prior notification of the employer before a resignation for intolerable or detrimental working conditions is not required. See *Hy-Vee v. EAB*, 710 N.W.2d (Iowa 2005).

The evidence in the record establishes a November 17, 2020 voluntary quit that was for good cause attributable to the employer. The claimant reasonably expected to be paid for services rendered. In two instances after the claimant had performed assigned work, the employer notified the claimant she would not be paid for the work she had performed. In both instances, the problem was created by the employer not clearly communicating information to the claimant that the claimant needed to perform the work within the parameters under which the employer could bill for the work. A reasonable employer would have compensated the claimant for the work performed and then clearly communicated parameters to be applied prospectively. Instead, the employer shifted onto the claimant the entire financial loss associated with the employer's failure to clearly communicate parameters. Working for free was both an intolerable working condition and detrimental to the claimant. A reasonable person would have wondered how many more times the employer would fail to clearly communicate parameters and come up with a reason not to pay for services rendered. A reasonable person would have left the employment. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits.

DECISION:

The March 30, 2021, reference 01, decision is affirmed. The claimant voluntarily quit the employment for good cause attributable to the employer. The claimant quit date is corrected to November 17, 2020. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits.



James E. Timberland
Administrative Law Judge

September 3, 2021
Decision Dated and Mailed

jet/scn