

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**SHARON L ADAMS**  
Claimant

**APPEAL NO: 10A-UI-15675-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SANFORD HEALTH NETWORK  
NORTHWEST IOWA HEALTH CENTER**  
Employer

**OC: 09/19/10**

**Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Leaving

**STATEMENT OF THE CASE:**

Sanford Health Network / Northwest Iowa Health Center / Sanford Sheldon Medical Center (employer) appealed a representative's November 3, 2010 decision (reference 02) that concluded Sharon L. Adams (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on January 4, 2011. This appeal was consolidated for hearing with one related appeal, 10A-UI-15674-DT. The claimant participated in the hearing. Richard Nordahl appeared on the employer's behalf. 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 for a good cause attributable to the employer?

**FINDINGS OF FACT:**

The claimant started working for the employer in January 1998. She worked part time (32-40 hours per week) as a coder working with the employer's billing system. Since about 2004 she worked on a flexible schedule out of her home. Her last day of work was September 10, 2010. She voluntarily quit as of that date.

The employer was changing its billing system and going to one which had live electronic records. As a result, the employer determined that the needs for the claimant's job had changed. Ms. Derby, the clinic director informed the claimant that as of September 13 she would need to report for work on site to be a live resource physically available to the care providers. Working from home had been a condition of the claimant continuing her employment in the past, and it was not feasible for the claimant to report for daily work on site with the employer. As a result of the employer's requirement that she work on site, which would not have even been reviewed until at least after January 2011, the claimant quit 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 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). A “contract of hire” is merely the terms of employment agreed to between an employee and an employer, either explicitly or implicitly; for purposes of unemployment insurance benefit eligibility.

“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). While the employer may have had a good business reason for changing the requirements of the claimant’s job, the change in the claimant’s job duties which was being implemented was a substantial change in the claimant’s contract of hire. Dehmel, supra. Benefits are allowed.

**DECISION:**

The representative’s November 3, 2010 decision (reference 02) is affirmed. 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.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

ld/pjs