

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

RYAN C BUNTING
Claimant

INSIGHT PARTNERSHIP GROUP LLC
Employer

APPEAL NO. 20A-UI-10903-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 05/03/20
Claimant: Appellant (1)

Iowa Code Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Ryan Bunting filed a timely appeal from the September 1, 2020, reference 02, decision that disqualified him for benefits and that relieved the employer's account of liability for benefits, based on the deputy's conclusion that Mr. Bunting voluntarily quit on May 9, 2020 without good cause attributable to the employer. After due notice was issued, a hearing was held on October 23, 2020. Mr. Bunting participated. Amanda Cosgrove, Human Resources Coordinator, represented the employer.

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: Ryan Bunting was employed by Insight Partnership Group, L.L.C. as a part-time Life Skills Specialist from July 2019 until March 19, 2020, when he voluntarily quit the employment. Mr. Bunting usually worked eight to 10 hours per week. His wage was \$11.00. His work duties involved providing assistance to a disabled client pertaining to activities of daily living such as going to the grocery store, going to medical appointments, and otherwise venturing into the community. Mr. Bunting would use his personal vehicle to transport the client. Kate Benedict, Service Coordinator for Henry County, and Sarah Wilson, Henry County Director, were Mr. Bunting's supervisors. Mr. Bunting was a full-time college student throughout the employment. The employer accommodated Mr. Bunting class schedule. Mr. Bunting quit without notice to the employer by just ceasing to report for work after March 19, 2020. At that time, there had been no changes to Mr. Bunting's pay or work hours.

Effective March 15, 2020, the employer began to curtail in-person services where it was reasonable to do so, due to COVID-19. An employer representative notified Mr. Bunting that his in-person contact with the client would be discontinuing and that Mr. Bunting would instead be expected to spend one hour per week on the phone with the client. The person who contacted Mr. Bunting was not either of his supervisors. Mr. Bunting did not contact either of his supervisors to ascertain what actual changes would occur to his employment, including whether

or how the employer would add back in work hours if Mr. Bunting's time with the particular client diminished. The employer continued to have work available for Mr. Bunting at the time he separated from the employment. Mr. Bunting had not accepted other employment at the time he separated from this employer. Several weeks after Mr. Bunting left the employment, he contacted the employer and requested to return to the employment. The employer declined to restore Mr. Bunting to the employment at that time.

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 Iowa Administrative Code rule 871-24.25.

Iowa Administrative Code rule 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:

24.26(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 establishes a voluntary quit without good cause attributable to the employer. The evidence does not indicate a voluntary quit based on substantial changes in the conditions of the employment. Rather, the evidence indicates that the employer had started a process of determining whether and to what extent the employer could curtail in-person services in light of the COVID-19 pandemic and associated safety concerns. Mr. Bunting elected to leave the employment before any changes had been made to his employment and before he learned what those changes might be. Mr. Bunting is disqualified for benefits until he has

worked in and been paid wages for insured work equal to 10 times his weekly benefit amount. Mr. Bunting must meet all other eligibility requirements. The employer's account shall not be charged for benefits.

DECISION:

The September 1, 2020, reference 02, decision is affirmed. The claimant voluntarily quit the employment effective March 19, 2020 without good cause attributable to the employer. The claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to 10 times his weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged for benefits.



James E. Timberland
Administrative Law Judge

October 27, 2020
Decision Dated and Mailed

jet/scn

NOTE TO CLAIMANT:

- This decision determines you are not eligible for regular unemployment insurance benefits under state law. If you disagree with this decision you may file an appeal to the Employment Appeal Board by following the instructions on the first page of this decision.
- If you do not qualify for regular unemployment insurance benefits under state law and are currently unemployed for reasons related to COVID-19, you may qualify for Pandemic Unemployment Assistance (PUA). **You will need to apply for PUA to determine your eligibility under the program.** For more information on how to apply for PUA, go to <https://www.iowaworkforcedevelopment.gov/pua-information>. **If you do not apply for and are not approved for PUA, you may be required to repay the benefits you have received.**