

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

RENEE A HOEPPNER
Claimant

REM IOWA COMMUNITY SERVICES INC
Employer

APPEAL 20A-UI-10862-HP-T
ADMINISTRATIVE LAW JUDGE
DECISION

OC: 06/21/20
Claimant: Appellant (2)

Iowa Code § 96.5(1) – Voluntary Quitting
Iowa Code § 96.5(2) – Discharge due to Misconduct

STATEMENT OF THE CASE:

Claimant Renee Hoepfner filed an appeal from a September 3, 2020 (reference 01) unemployment insurance decision that denied benefits based upon her voluntarily quitting work without good cause attributable to the employer, REM Iowa Community Services Inc. (“REM”). Notices of hearing were mailed to the parties’ last known addresses of record for a telephone hearing scheduled for October 19, 2020. Hoepfner appeared and testified. No one appeared on behalf of REM. I also took administrative notice of the claimant’s unemployment insurance benefits records maintained by Iowa Workforce Development.

ISSUE:

Was the separation a layoff, discharge for misconduct or voluntary quit without good cause?

FINDINGS OF FACT:

In June 2011, Hoepfner commenced full-time employment with REM, providing direct care to individuals with disabilities living in group homes. After a few years, REM promoted Hoepfner to a supervisor position. Melinda Grimm was Hoepfner’s immediate supervisor.

Hoepfner entered into an employment contract with REM. REM and Hoepfner agreed Hoepfner would work forty hours per week, Monday through Friday. Hoepfner was also on-call on the weekend. Each Tuesday she provided direct care from 2:30 p.m. until 9:00 p.m. and each Thursday from 2:30 a.m. until 9:30 p.m. On Monday, Wednesday, and Friday Hoepfner performed supervisory duties and directed her own hours of work during the day.

Hoepfner is the guardian of an adult with significant disabilities, including intellectual disability, schizophrenia, and bipolar affective disorder. The man lives in a group home and he has limited verbal ability.

In April 2020, REM notified Hoepfner her hours were changing. REM told Hoepfner in addition to her normal schedule she would be assigned to provide direct client care from 2:30 p.m. on Wednesday until 9:00 a.m. on Thursday. Hoepfner reported she had not agreed to work the

additional hours in her contract and told her supervisor she could not work the hours because of her duties as the guardian of a an adult man with significant disabilities. Later REM told her she would also have to provide direct client care from 2:30 p.m. Friday until 11:00 on Saturday.

REM also told Hoepfner because she is a supervisor, if any of the adults living in the group home she was assigned to tested positive for Covid-19, she would have to stay with the infected adult for the entire 14-day quarantine period without leaving. Hoepfner again told her supervisor she could not be quarantined for 14 days because she had to care for the man she is the guardian for.

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: . . . If the individual has left work voluntarily without good cause attributable to the individual’s employer, if so found by the department.” The Iowa Supreme Court has held a “voluntary quit” means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer.” *Wills v. Emp’t Appeal Bd.*, 447 N.W.2d 137, 138 (Iowa 1989). A voluntary quit requires “an intention to terminate the employment relationship accompanied by an overt act carrying out the intent.” *Peck v. Emp’t Appeal Bd.*, 492 N.W.2d 438, 440 (Iowa Ct. App. 1992). “Good cause” for leaving employment must be that which is reasonable to the average person, not the overly sensitive individual or the claimant in particular. *Uniweld Products v. Indus. Relations Comm’n*, 277 So.2d 827 (Fla. Dist. Ct. App. 1973).

871 Iowa Administrative Code 24.25(21) provides:

Voluntary quit without good cause. 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 from whom the employee has separated. . . The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

(21) The claimant left because of dissatisfaction with the work environment.

871 Iowa Administrative Code 24.26(1) and (4), also provide:

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.

24.26(4) The claimant left due to intolerable or detrimental working conditions.

“Change in the contract of hire” means a substantial change in the terms or conditions of employment. See *Wiese v. Iowa Dept. of Job Serv.*, 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. Emp't Appeal Bd.*, 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. Emp't Appeal Bd.*, 460 N.W.2d 865 (Iowa Ct. App. 1990).

The evidence supports after Covid-19 hit Iowa, REM changed Hoepfner's contract of hire. Hoepfner never agreed to remain quarantined for a 14-day period if a client at her group home tested positive for Covid-19. She also agreed to work 40 hours per week. She did not agree to work overnight shifts ending on Wednesday and Saturday in addition to her regular schedule. Hoepfner is the guardian of a man with significant disabilities. She told her supervisor she could not work the additional hours or agree to quarantine with a client for 14 days because of her responsibilities for the man. I find these changes constituted a substantial change in the terms and conditions of Hoepfner's employment and that Hoepfner quit with good cause attributable to REM. Benefits are allowed.

DECISION:

The September 3, 2020 (reference 01) unemployment insurance decision denying unemployment insurance benefits is reversed in favor of the claimant/appellant. Benefits are allowed, provided the claimant is otherwise eligible.



Heather L. Palmer
Administrative Law Judge
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October 21, 2020
Decision Dated and Mailed

hlp/sam