

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JOHN P JORDAN
Claimant

APPEAL NO: 13A-UI-08475-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

YOUTH FOR UNDERSTANDING USA INC
Employer

OC: 06/23/13

Claimant: Appellant (1)

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

John P. Jordan (claimant) appealed a representative's July 10, 2013 decision (reference 01) that concluded he was not qualified to receive unemployment insurance benefits after a separation from employment with Youth For Understanding USA, Inc. (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on September 24, 2013. The claimant participated in the hearing. Pamela Vandewall appeared on the employer's behalf and presented testimony from one other witness, Trisha Burns. 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?

OUTCOME:

Affirmed. Benefits denied.

FINDINGS OF FACT:

After a prior period of employment with the employer's predecessor owner, the claimant started working for the employer on March 9, 2002. He worked full time as a support services manager. His last day of work was June 4, 2013. He voluntarily quit as of that date, having given notice to the district director, Burns, on May 20. His reason for leaving was that it was not working out for him to be working out of a home-based office.

For many years there had been about 11 employees including the claimant working in a regular office setting. By the summer of 2012 there were only three: the claimant, a support person, and Burns. Since about mid-July 2012 the employer began discussing how the Des Moines portion of the operation would continue to function, with the likelihood being that the physical office would close. The decision was made and communicated to the claimant in mid-September 2012 that the office would close, that the support person would be laid off, and

that he would continue to operate as the employer's Des Moines representative out of his own home. The office then did close on September 28, 2012.

The claimant did work out of his home after that date. Most of his work consisted of phone work and email, but he found the isolation of being in his own home all of the time to be too frustrating. As a result, on May 20 he informed the employer that he was quitting.

REASONING AND CONCLUSIONS OF LAW:

If the claimant voluntarily quit his employment, he is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer. Iowa Code § 96.5-1. Rule 871 IAC 24.25 provides that, 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. A voluntary leaving of employment requires an intention to terminate the employment relationship and an action to carry out that intent. *Bartelt v. Employment Appeal Board*, 494 N.W.2d 684 (Iowa 1993); *Wills v. Employment Appeal Board*, 447 N.W.2d 137, 138 (Iowa 1989). The claimant did express or exhibit the intent to cease working for the employer and did act to carry it out. The claimant would be disqualified for unemployment insurance benefits unless he voluntarily quit for good cause.

The claimant has the burden of proving that the voluntary quit was for a good cause that would not disqualify him. Iowa Code § 96.6-2. Leaving because of unlawful, intolerable, or detrimental working conditions would be good cause. 871 IAC 24.26(3), (4). Leaving because of a dissatisfaction with the work environment is not good cause. 871 IAC 24.25(21). The claimant has not provided sufficient evidence to conclude that a reasonable person would find the employer's work environment detrimental or intolerable. *O'Brien v. Employment Appeal Board*, 494 N.W.2d 660 (Iowa 1993); *Uniweld Products v. Industrial Relations Commission*, 277 So.2d 827 (FL App. 1973).

The law presumes a claimant has voluntarily quit with good cause when he quits because of a substantial change in the contract of hire. 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, a formal or written employment agreement is not necessary for a "contract of hire" to exist, nor is it pertinent that the claimant remained an "at will" employee. See *Wiese v. Iowa Dept. of Job Service*, 389 N.W.2d 676, 679 (Iowa 1986). There was a change in the claimant's contract of hire when he was compelled to begin working out of his own home in September 2012. However, the claimant did not resign until about eight months after the change in his work arrangement; he is deemed to have acquiesced to the change. *Olson v. Employment Appeal Board*, 460 N.W.2d 865 (Iowa App. 1990).

DECISION:

The representative's July 10, 2013 decision (reference 01) is affirmed. The claimant voluntarily left his employment without good cause attributable to the employer. As of June 4, 2013, benefits are withheld until such time as the claimant has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/css