

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

CRYSTAL L SANDERSON
Claimant

APPEAL 19A-UI-06185-DB-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

IMPACT MHC MANAGEMENT LLC
Employer

**OC: 07/07/19
Claimant: Appellant (1)**

Iowa Code § 96.5(1) – Voluntary Quitting

STATEMENT OF THE CASE:

The claimant/appellant filed an appeal from the July 29, 2019 (reference 01) unemployment insurance decision that found the claimant was not eligible for unemployment insurance benefits due to a separation from employment. The parties were properly notified about the hearing. A telephone hearing was held on August 28, 2019. Claimant, Crystal L. Sanderson, participated personally. Employer, Impact MHC Management LLC (“Impact”), participated through witness Cheryle Lobato.

ISSUE:

Did claimant voluntarily quit the employment with good cause attributable to employer?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed from August 27, 2018 until March 21, 2019, when she voluntarily quit. Claimant was employed as a full-time Community Manager and she managed three separate mobile home parks. Her job duties included distributing rent notices, collecting rent, making reports for the human resources department, handling evictions, handling move ins and move outs, and hiring personnel to handle maintenance. Claimant typically worked Monday through Friday from 8:00 a.m. to 5:00 p.m., but her hours varied depending on work load. She occasionally worked on the weekends. Mark Blaha was claimant’s immediate supervisor. Claimant was a salaried employee and earned \$920.00 each bi-weekly pay period.

Approximately March 7, 2019, claimant gave a two-week notice that she was going to quit. Upon hire, claimant believed that her mobile home lot rent was going to be paid by the employer as part of her compensation package because that was done as part of her previous employment with RV Horizons. RV Horizons separated into two companies, Strive Community and this employer, Impact. However, claimant lives in a mobile home park owned by Strive Community and not this employer. Because the two companies separated at the time the claimant was hired in August of 2018, her lot rent at Strive Community was not going to be paid by her employer as part of her compensation package. Her employer never paid her lot rent and claimant addressed this issue with Mr. Blaha on several occasions but was not provided a

definite answer. Sometime at the beginning of March, 2019, Kevin Fossahge, another supervisor, instructed her that her lot rent would not be paid as part of her compensation package because she lived in a Strive community, which was not owned by her employer. Claimant's lot rent was \$485.00 per month during the period of her employment. She did not have a signed lot rent lease agreement with this employer, so no lot rent concession was made as part of her compensation.

Claimant also had concerns about the fact that she was not being reimbursed for her cell phone and internet usage. Claimant believed that she would be reimbursed for these two expenses; however, her offer of employment did not include reimbursement of these expenses. Further, claimant failed to submit any reimbursement requests for her cell phone and internet expenses.

Lastly, claimant had concerns that she only had a company credit card ("pex card") for one of the three properties she was managing. The maintenance person at the other two mobile home parks had the other credit cards. Claimant asked the maintenance person for the credit cards; however, he refused to give them to her without speaking to his supervisor. Continuing work was available to the claimant if she had not voluntarily quit her employment.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily quit her employment without good cause attributable to the employer. Benefits are denied.

Iowa Code §96.5(1) provides:

An individual shall be disqualified for benefits:

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.

Iowa Admin. Code r. 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:

(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.

In general, a substantial pay reduction of 25 to 35 percent or a similar reduction of working hours creates good cause attributable to the employer for a resignation. *Dehmel v. Emp't Appeal Bd.*, 433 N.W.2d 700 (Iowa 1988). A notice of an intent to quit had been required by *Cobb v. Emp't Appeal Bd.*, 506 N.W.2d 445, 447-78 (Iowa 1993), *Suluki v. Emp't Appeal Bd.*, 503 N.W.2d 402, 405 (Iowa 1993), and *Swanson v. Emp't Appeal Bd.*, 554 N.W.2d 294, 296 (Iowa Ct. App. 1996). Those cases required an employee to give an employer notice of intent to quit, thus giving the employer an opportunity to cure working conditions. However, in 1995, the Iowa Administrative Code was amended to include an intent-to-quit requirement. The requirement was only added to rule 871-24.26(6)(b), the provision addressing work-related

health problems. No intent-to-quit requirement was added to rule 871-24.26(4), the intolerable working conditions provision. Our supreme court concluded that, because the intent-to-quit requirement was added to Iowa Admin. Code r. 871-24.26(6)(b) but not 871-24.26(4), notice of intent to quit is not required for intolerable working conditions. *Hy-Vee, Inc. v. Emp't Appeal Bd.*, 710 N.W.2d 1 (Iowa 2005).

It is the claimant's burden to prove that there was a change to the terms of hire and that those changes were substantial in order for her to establish that she voluntarily quit with good cause attributable to the employer. In this case, the claimant has failed to establish that there was an agreement by this employer to pay her lot rent to the separate company she paid her lot rent to. Claimant failed to establish that her terms of employment included reimbursement for her personal cell phone and internet. Failure to have separate credit cards for each park is not a change in the contract of hire. As such, the separation was without good cause attributable to the employer. Benefits are denied.

DECISION:

The July 29, 2019 (reference 01) unemployment insurance decision is affirmed. The claimant voluntarily left the employment without good cause attributable to the employer. Unemployment insurance benefits are denied until claimant has worked in and earned wages for insured work equal to ten times her weekly benefit amount after her separation date, and provided she is otherwise eligible.

Dawn Boucher
Administrative Law Judge

Decision Dated and Mailed

db/rvs