

**IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI**

**LARROIA A VANARSDALE  
628 CONGER ST  
WATERLOO IA 50703-5824**

**HEARTLAND EMPLOYMENT SERVICES  
TALX UCM SERVICES  
PO BOX 66744  
ST LOUIS MO 63166-6744**

**Appeal Number: 06A-UI-04983-LT  
OC: 03-26-06 R: 03  
Claimant: Respondent (1)**

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Iowa Code § 96.5(1) – Voluntary Leaving

STATEMENT OF THE CASE:

Employer filed a timely appeal from the May 2, 2006, reference 02, decision that allowed benefits. After due notice was issued, a hearing was held on May 24, 2006. Claimant participated. Employer participated through John Hougen and Wendy Eggert and was represented by Dawn Gibson of TALX UC eXpress.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed as a full-time LPN charge nurse March 2004 through March 12, 2006, when she quit. She went on maternity leave for the first time from October 16, 2004 through January 12, 2005, but did not get paid for the leave as she did not have the appropriate short term disability

insurance policy. Kate in human resources told claimant she would get the maternity leave but did not tell her she had to apply for the supplemental insurance at least 30 days in advance.

She got married in June 2005 and advised employer's insurance clerk at the end of June to add her husband to the policy but the clerk did not do so until August 2005. In September 2005, employer began doubling insurance premiums deducted from her payroll checks to cover the back insurance; however, claimant was never notified her husband actually had coverage from June through August 2005. Claimant advised employer of her concern after the first paycheck with excess deductions and again before she went on her second maternity leave on December 16, 2005, which ended March 16, 2006.

Employer proposed if claimant agreed to stay in the employment a year it would pay Hawkeye the education loan for her RN classes because of the payroll mistake involving her husband's insurance coverage. She gave Hougen the statement from Hawkeye for \$700.00 but the account had been sent to a credit bureau so Hawkeye did not have updated information for additional charges. Claimant ordered a copy of the bill from the credit agency. It claimed to have sent one but claimant did not receive it so employer would not pay the bill. She advised Hougen the credit agency would not send a duplicate bill. Employer did not suggest an alternative or otherwise assist her with getting a copy of the bill or paying it.

Claimant called Emily in payroll and Eggert well before her most recent maternity leave was to expire and Eggert agreed she could take her two weeks' vacation to extend the end of the maternity leave. Eggert later told claimant she would have only been paid for the vacation if she had worked at least one day before she used her vacation time. Employer did not put anything in writing to claimant about requirements, documentation, coverage or lack thereof.

Claimant decided to quit after employer said she would not get the disability insurance she had asked for, she did not get maternity leave pay, did not get the insurance overpayments returned or, alternatively, get her education loan paid.

#### REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left her employment with good cause attributable to the employer.

Iowa Code section 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.

Claimant was not required to give notice of his intention to quit due to an intolerable, detrimental or unsafe working environment if employer had or should have had reasonable knowledge of the condition. *Hy-Vee, Inc. v. Employment Appeal Bd.*, 710 N.W.2d 1 (Iowa 2005). In the absence of an agreement to the contrary, an employer's failure to pay wages when due constitutes good cause for leaving employment. *Deshler Broom Factory v. Kinney*, 140 Nebraska 889, 2 N.W.2d 332 (1942). In general, a substantial pay reduction or 25 to 35 percent reduction of working hours creates good cause attributable to the employer for a resignation. *Dehmel v. EAB*, 433 N.W.2d 700 (Iowa 1988).

It is apparent there was a combination of poor communication and lack of communication about the financial issues that concerned claimant and led her to quit. While claimant may have had the wrong impression of her benefits and the procedures by which to obtain them, employer did nothing to assist her in getting the benefits, correct her misunderstandings, or provide her with solid, written information about its expectations of her in that process. Accordingly, claimant's decision to quit after losing confidence in employer's financial assurances was with good cause attributable to the employer. Benefits are allowed.

DECISION:

The May 2, 2006, reference 02, decision is affirmed. The claimant voluntarily left her employment with good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

dml/kkf