

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JULIET C JONES**  
Claimant

**APPEAL NO. 17A-UI-03048-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**GRAPETREE MEDICAL STAFFING INC**  
Employer

**OC: 02/12/17**  
**Claimant: Respondent (1)**

Iowa Code Section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the March 14, 2017, reference 01, decision that allowed benefits to the claimant provided she was otherwise eligible and that held the employer's account could be assessed for benefits, based on the claims deputy's conclusion that the claimant voluntarily quit on January 25, 2017 for good cause attributable to the employer. After due notice was issued, a hearing was held on April 12, 2017. Claimant Juliet Jones participated. Janine Kennetz represented the employer. Exhibits 1 through 6 were received into evidence. The administrative law judge took official notice of the Agency's record of benefits disbursed to the claimant. The administrative law judge took official notice of the documents submitted for and generated in connection with the March 8, 2017 fact-finding interview.

**ISSUE:**

Whether Ms. Jones separated from the employment for a reason that disqualifies her for benefits or that relieves the employer of liability for benefits.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: GrapeTree Medical Staffing, Inc. is temporary employment agency that provides temporary health care workers to client health care facilities. Juliet Jones is a Certified Nursing Assistant (CNA). Ms. Jones began her employment with GrapeTree in April 2016. The employment was part-time, but occasionally provided full-time hours. On January 15, 2017, Ms. Jones completed a one-day temporary employment assignment at Meyers Care Center in Higginsville, Missouri. As of the completion of that assignment, Ms. Jones had agreed to return to work additional shifts at Meyers Care Center on January 19, 21, 22, 23, 25, and 31, 2017.

On January 19, 2017, Jenna Johnson, GrapeTree Human Resources Specialist, notified Ms. Jones that GrapeTree was reducing Ms. Jones hourly wage from \$18.00 per hour to \$12.00 per hour as a disciplinary measure in response to attendance issues and a timesheet issue. The email also indicated that the employer was extending a probationary period. Ms. Jones had received \$18.00 per hour or more since the beginning of her employment. In an email message Ms. Johnson sent to Ms. Jones on January 19, Ms. Johnson directed Ms. Jones to respond

within three days to indicate her “understanding of the stipulations.” Ms. Johnson closed the email with the following: “Failure to respond within 3 days shall be indication that you no longer wish to be an employee of GrapeTree and we shall deem you a voluntary quit.” The employer’s expectation was that Ms. Jones would return to perform the same she work she had performing up to that point, but accept the reduced wage for that work. Ms. Jones was unwilling to acquiesce in the change in wage and believed that returning for further shifts would indicate acquiescence in the changed wage. Ms. Jones elected at that time to voluntarily quit from the employment without notice to the employer. Ms. Jones did not return for further shifts.

On January 25, 2017, the employer sent Ms. Jones another email “confirming” Ms. Jones resignation. That afternoon, Ms. Jones responded with the following message:

How have you been trying to contact me; and I just received my new phone this morning; and furthermore I didn’t agree with \$12.00 a hr for a hour drive back and forth for work; plus six months probation. Lol you are very funny! Have a blessed day, Jenna Juliet Jones

### **REASONING AND CONCLUSIONS OF LAW:**

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.

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 871 IAC 24.25.

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.

“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 in response to substantial changes in the conditions of the employment. The change in question was the 33 percent reduction in Ms. Jones' established hourly wage, from \$18.00 to \$12.00 per hour. Ms. Jones promptly quit the employment in response to the changed condition. Ms. Jones' voluntary quit was for good cause attributable to the employer. Accordingly, Ms. Jones is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits.

**DECISION:**

The March 14, 2017, reference 01, decision is affirmed, but the separation date is corrected to January 19, 2017. The claimant voluntarily quit the employment for good cause attributable to the employer. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/rvs