

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CHERYL L SANCHEZ
Claimant

APPEAL NO. 08A-UI-06736-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

AMERICAN BAPTIST HOMES OF MIDWEST
Employer

OC: 06/15/08 R: 03
Claimant: Respondent (1)

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

The employer filed an appeal from a representative's decision dated July 18, 2008, reference 01, which held the claimant eligible for unemployment insurance benefits. After due notice was issued, a telephone conference hearing was scheduled for and held on August 6, 2008. The claimant participated personally. The employer participated by Lynn Sandgren, administrator, and Viola June Relford, assistant director.

ISSUE:

The issue in this matter is whether the claimant quit for good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and having considered all the evidence in the record, finds: The claimant worked for this employer from June 11, 2007, until December 27, 2007, as a home health aide worker and was paid by the hour.

At the time of hire, it was agreed between Ms. Sanchez and the individual that hired her that the claimant would be given a minimum of 30 or more hours of work per week. It was necessary for the claimant to maintain a minimum number of working hours for financial reasons and to ensure she would receive supplemental aid to pay for daycare. As time progressed, the claimant was removed from her position at a "daily site" because a client was no longer available. Ms. Sanchez repeatedly attempted to gain more working hours so that she could work a minimum of 30 or more hours per week, as per the agreement between the parties. Due to low census, the employer, however, was unable to give the claimant the working hours that had been agreed upon at the time of hire. Although the employer at times attempted to assign the claimant more hours temporarily, Ms. Sanchez could not work the temporary hours, as the employer had not provided sufficient notice. When the employer continued to be unable to supply the number of working hours that had been agreed upon between the parties at the time of hire, Ms. Sanchez submitted her notice of intention to leave, giving the employer at least two weeks to find more working hours for her. The claimant also believed that although the employer was not assigning to her the number of work hours agreed to at the time of hire, the employer nonetheless was advertising for additional help.

It is the employer's position that although the employer's witnesses were not present at the time of hire, they do not believe the employer entered into any type of employment agreement.

REASONING AND CONCLUSIONS OF LAW:

The question is whether the evidence in the record establishes that Ms. Sanchez left her employment for reasons that were attributable to the employer. It does.

The claimant testified under oath that at the time of hire it was specifically agreed that she would be given 30 or more working hours each week so that the claimant could maintain living expenses and qualify for supplemental aid for daycare. When the claimant's working hours later were reduced, Ms. Sanchez repeatedly went to the employer for more working hours so that she could remain employed and the terms of hire would continue. The employer continued to be unable to provide the agreed-upon working hours and when the claimant was informed that the lack of working hours would result in the loss of daycare, she submitted a two-week notice of intention to leave to the employer in hopes that the employer would find additional working hours during the two-week notice period. The employer did not and the claimant left her employment, reasonably believing that the original agreement of hire had been breached by the employer when the employer had failed to provide 30 or more working hours each week as agreed. The evidence in the record establishes that neither of the employer's witnesses were present at the time that the claimant was hired and had no direct knowledge with respect to the agreement entered into between Ms. Sanchez and the employer representative that hired her.

The administrative law judge concludes that the parties entered into a verbal agreement at the time of hire as to the minimum number of working hours that would be given to the claimant and that the employer's failure to maintain the agreed-upon working hours caused the claimant to leave employment. The claimant's leaving was thus 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.

DECISION:

The representative's decision dated July 18, 2008, reference 01, is hereby affirmed. The claimant voluntarily quit employment for reasons attributable to the employer. Unemployment insurance benefits are allowed, provided the claimant meets all other eligibility requirements of Iowa law.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

kjw/kjw