

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JEANILLE J BURK**  
Claimant

**APPEAL NO. 10A-UI-03873-MT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**HEARTLAND HOME CARE INC**  
Employer

**OC: 01/10/10  
Claimant: Appellant (2)**

Section 96.5-1 – Voluntary Quit

**STATEMENT OF THE CASE:**

Claimant filed an appeal from a decision of a representative dated March 4, 2010, reference 01, which held claimant ineligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on April 27, 2010. Claimant participated. Employer participated by Debra Strobel, Administrator; Rebecca Van Haaften, Office Assistant and Sherri Strasko, RN Nurse Case Manager. Exhibits A and One was admitted into evidence.

**ISSUE:**

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

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: Claimant last worked for employer on December 26, 2009. Claimant quit because of the distance to the assignment. Claimant had been working in the Fairfield area which is her home. Claimant was given a temporary assignment about 55 miles away from Fairfield. Claimant accepted the assignment. Claimant was informed at the time of hire that extensive travel would be required. The assignment turned out to not be temporary. Claimant asked to have an assignment closer to Fairfield. Employer was not able to comply. Claimant was also unhappy about not having gloves available at each visit to a client's home. It was the nurse's job to report two weeks in advance of the need for supplies. Claimant was also dissatisfied with the lack of updated care plans available when visiting a patient. Employer updates the in-home care plan every 60 days. Claimant was also very upset over a cash advance being taken out of her check all at one time. Employer garnished the whole advance instead of taking out \$150.00 from each check. The employer took the full \$500.00 out at one time contrary to a verbal contract between employer and claimant.

**REASONING AND CONCLUSIONS OF LAW:**

The administrative law judge holds that the evidence has established that claimant voluntarily quit for good cause attributable to employer when claimant terminated the employment

relationship because of a breach in the contract for cash advances. The distance to the job, care plan and supply issues are a general dissatisfaction with the job assignment. These are personal reasons for a quit. Claimant was clearly told that she would be required to travel for her jobs. Claimant accepted the Moravia job and had no reason to complain when the job lasted longer than expected.

However, the cash advance taken out all at one time is a breach in the cash advance agreement. This is a significant change in the contract of employment initiated unilaterally by employer. This is good cause for a quit attributable to employer since the money was taken without claimant's agreement. Benefits allowed.

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.

871 IAC 24.25(21) provides:

Voluntary quit without good cause. 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. The employer has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code section 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code section 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

(21) The claimant left because of dissatisfaction with the work environment.

871 IAC 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.

**DECISION:**

The decision of the representative dated March 4, 2010, reference 01, is reversed. Unemployment insurance benefits are allowed, provided claimant is otherwise eligible.

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Marlon Mormann  
Administrative Law Judge

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Decision Dated and Mailed

mdm/pjs