

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CINDI L WURSTER**  
Claimant

**APPEAL NO: 08A-UI-08313-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**MCKENZIE CHECK ADVANCE OF IA LLC**  
Employer

**OC: 07/06/08 R: 03**  
**Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Leaving

**STATEMENT OF THE CASE:**

McKenzie Check Advance of IA L.L.C. (employer) appealed a representative's September 8, 2008 decision (reference 02) that concluded Cindi L. Wurster (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on October 1, 2008. The claimant participated in the hearing. Brian Fausnaugh appeared on the employer's behalf. During the hearing, Claimant's Exhibit A was entered into evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

Did the claimant voluntarily quit for a good cause attributable to the employer?

**FINDINGS OF FACT:**

The claimant started working for the employer on December 10, 2007. As of January 15, 2008 she worked full time as center manager of the employer's Cedar Rapids, Iowa payday loan center. Her last day of work was May 30.

When the claimant was hired it was with the specific agreement that she would initially be paid \$11.00 per hour but that effective January 25, 2008 she would be given a raise to \$12.50 per hour. The raise was not implemented as promised, despite the claimant discussing it with the division director of operations, Mr. Fausnaugh, virtually every bi-weekly payday from January 25 on, and despite Mr. Fausnaugh pursuing the matter with higher management. The claimant was told several times that the amount would be on her next check, but then it was not. After being told on May 6 that the amount due would be on her check for May 9 and it was not, on May 9 the claimant tendered her two-week notice of resignation to be effective May 24.

The amount due was not paid to the claimant until May 27. After May 24 the claimant had agreed to Ms. Fausnaugh's request to work for one more week until May 30 because the employer was so short-staffed.

**REASONING AND CONCLUSIONS OF LAW:**

If the claimant voluntarily quit her employment, she is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer. Iowa Code § 96.5-1. A substantial breach or change in contract of hire is recognized as grounds that are good cause for quitting that is attributable to the employer. 871 IAC 24.26(1). A failure to pay wages when due is good cause for quitting attributable to the employer. Deshler Broom Factory v. Kinney, 2 N.W.2d 332 (Nebraska 1942).

“Good cause attributable to the employer” does not require fault, negligence, wrongdoing or bad faith by the employer, but may be attributable to the employment itself. Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988); Raffety v. Iowa Employment Security Commission, 76 N.W.2d 787 (Iowa 1956). While the employer may have had a good business reason for not implementing the raise as promised, that failure was a substantial breach in the claimant’s contract of hire. Dehmel, supra. Benefits are allowed.

**DECISION:**

The representative’s September 8, 2008 decision (reference 02) is affirmed. The claimant voluntarily quit for good cause attributable to the employer. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

ld/pjs