

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

MELISSA A HUMMEL
Claimant

VERA FRENCH COMMUNITY MENTAL HEA
Employer

APPEAL 21A-UI-15618-S2-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 03/22/20
Claimant: Appellant (2)

Iowa Code § 96.5(2)a – Discharge for Misconduct
Iowa Code § 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

The claimant filed an appeal from the July 6, 2021, (reference 01) unemployment insurance decision that denied benefits based upon her voluntary quit. The parties were properly notified about the hearing. A telephone hearing was held on September 1, 2021. Claimant Melissa A. Hummel participated and testified. Employer did not register for the hearing and did not participate. Claimant's Exhibits A – C were admitted.

ISSUE:

Did claimant voluntarily quit the employment with good cause attributable to employer?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full-time as a school-based therapist from October 12, 2013, until August 5, 2020, when she quit.

Claimant's job duties included providing individual and family therapy to clients at an assigned school district, scheduling, and communicating with teachers and parents. Claimant's scheduled followed that of the school district to which she was assigned. She worked 8:00 a.m. to 4:00 p.m., and was off work during the summer and winter and spring breaks.

On July 31, 2020, employer notified its school-based therapists by email that it was restructuring their position. (Exhibit B) Beginning in the 2020-2021 school year, therapists would be required to conduct in-home visits twice a year for each of their clients and work one evening each week. Additionally, therapists would begin working during winter, spring, and summer breaks. Changes were also being made to the incentive structure, although those changes were not described in the email.

Employees were given until August 5, 2020, to decide whether they wished to continue with their employment given the change to the position. Therapists were not given the opportunity to ask questions or discuss the changes with management prior to making their decision.

On August 5, 2020, claimant submitted her written resignation by email. She resigned due to the restructuring of the position.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes claimant's separation from the employment was 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.

The claimant has the burden of proof to establish she quit with good cause attributable to the employer, according to Iowa law. "Good cause" for leaving employment must be that which is reasonable to the average person, not the overly sensitive individual or the claimant in particular. *Uniweld Products v. Industrial Relations Commission*, 277 So.2d 827 (Fla. App. 1973).

Ordinarily, "good cause" is derived from the facts of each case keeping in mind the public policy stated in Iowa Code section 96.2. *O'Brien v. EAB*, 494 N.W.2d 660, 662 (Iowa 1993)(citing *Wiese v. Iowa Dep't of Job Serv.*, 389 N.W.2d 676, 680 (Iowa 1986)). "The term encompasses real circumstances, adequate excuses that will bear the test of reason, just grounds for the action, and always the element of good faith." *Wiese v. Iowa Dep't of Job Serv.*, 389 N.W.2d 676, 680 (Iowa 1986) "[C]ommon sense and prudence must be exercised in evaluating all of the circumstances that lead to an employee's quit in order to attribute the cause for the termination." *Id.*

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:

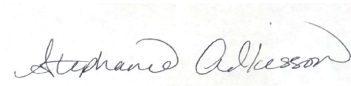
- (1) A change in the contract of hire. An employer's willful breach of contract of hire shall not be a disqualifiable issue. This would include any change that would jeopardize the worker's safety, health or morals. The change of contract of hire must be substantial in nature and could involve changes 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.

In this case, claimant was hired on full time as school-based therapist. The position followed the schedule of the assigned school district, and provided for approximately six weeks off during winter and spring breaks and summer. No evening hours or home visits were required. Employer restructured the position to require additional work days during the year and removed the six weeks off each year. It added required evening hours each week, as well as in-home visits to clients. These were not minor changes, but were a drastic change in the scheduled hours and location without any discussion of additional compensation. Claimant has

established the contract of hire had changed substantially, and has demonstrated good cause for quitting the employment. Benefits are allowed, provided claimant is otherwise eligible.

DECISION:

The July 6, 2021, (reference 01) unemployment insurance decision is reversed. Claimant quit with good cause attributable to the employer due to a change in contract of hire. Benefits are allowed, provided claimant is otherwise eligible.



Stephanie Adkisson
Administrative Law Judge
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September 7, 2021
Decision Dated and Mailed

sa/kmj