

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

JEANNE M INGALLS
PO BOX 178
BANCROFT IA 50517

HY-VEE INC
c/o TALX UCM SERVICES
PO BOX 283
ST LOUIS MO 63166-0283

TALX UC EXPRESS
4100 HUBBELL #78
DES MOINES IA 50317 4546

Appeal Number: 04A-UI-02778-H2T
OC 02-08-04 R 02
Claimant: Respondent (1)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

The employer filed a timely appeal from the March 8, 2004, reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on April 2, 2004. The claimant did participate along with her witnesses Janie Johnson. The employer did participate through Bob Teeselink, Store Director and Megan O'Boyle, Human Resources Coordinator Roger Townsend, Assistant Store Director and was represented by David Williams of Talx UC Express.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a checker/stocker part-time beginning September 5, 2000 through

February 7, 2004 when she voluntarily quit after having her hourly rate of pay reduced from \$8.00 to \$7.00 per hour. The claimant was never told that by moving from the floral department to a checker/stocker she would have to take a reduced rate of pay from \$8.00 to \$7.00 per hour. The claimant went to the assistant store director Roger Townsend on February 6, 2004 and complained about her hourly pay being cut from \$8.00 to \$7.00 per hour. The employer had clear notice of the claimant's dissatisfaction with the reduction in her hourly wage. Rather than continue to work at the lowered hourly wage, the claimant voluntarily quit her employment.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant did voluntarily leave the employment 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.

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.

Inasmuch as the claimant would suffer a reduction in hourly pay in going from \$8.00 per hour to \$7.00 per hour, the change of the original terms of hire is considered substantial. Benefits are allowed.

DECISION:

The March 8, 2004, reference 01, decision is affirmed. The claimant voluntarily left employment with good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

tkh/kjf