

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**KATRINA L HAMMERMEISTER**  
Claimant

**APPEAL NO. 14A-UI-09746-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**GLEN HAVEN HOME**  
Employer

**OC: 08/24/14**  
**Claimant: Respondent (1)**

Section 96.5-1 - Voluntary Quit

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from a representative's decision dated September 10, 2014, reference 01, held claimant eligible to receive unemployment insurance benefits effective August 25, 2014 because the claimant left employment due to a change in the contract under which she was hired. After due notice was provided, a telephone hearing was held on October 28, 2014. The claimant participated. The employer participated by Ms. Annie Allen, Administrator and Ms. Judy Lundvail, Director of Nursing. Employer's Exhibits A, B, C, D, E and F were received into evidence.

**ISSUE:**

At issue is whether the claimant left employment with good cause attributable to the employer.

**FINDINGS OF FACT:**

Having considered the evidence in the record, the administrative law judge finds: Katrina Hammermeister was employed by Glen Haven Home most recently from April 14, 2008 until August 25, 2014 when she left her employment due to a change in the agreement of hire. Ms. Hammermeister was employed as a full-time restorative nursing assistant and was paid by the hour. Her immediate supervisors were Mr. Ed England and Ms. Judy Lundvail.

Ms. Hammermeister left her employment with Glen Haven Home on August 25, 2014 after being informed that the employer was changing her working hours from 8:00 a.m. until 4:30 p.m., Monday through Friday, to 6:00 a.m. until 2:30 p.m., or in the alternative, working from 10:00 a.m. until 6:00 p.m., Monday through Friday. The employer also informed Ms. Hammermeister of their intention to have her act as a type of a "lead" worker to supervise other restorative nursing assistants.

At the time that Ms. Hammermeister had most recently been hired by the Glen Haven Home, her working hours had been discussed with Jennifer Nichols, the director of nursing who had hired the claimant. The parties agreed at the time of hire that Ms. Hammermeister would be working 8:00 a.m. until 4:30 p.m., Monday through Friday, because Ms. Hammermeister needed

those hours due to the distance that she lived from the employer's facility and the claimant's need to drop off and pick up her children from school each day.

In the past Ms. Hammermeister had often volunteered to come into work earlier than 8:00 a.m., at times, if her services were needed and her childcare obligations had been taken care of.

It is the employer's position that Ms. Hammermeister left her employment while the parties continued to negotiate her future working hours and that at the time of the claimant's leaving no permanent decisions had been made by the employer.

## **REASONING AND CONCLUSIONS OF LAW:**

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.

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.

The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code section 96.6(2). In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 608, 612 (Iowa 1980). 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. 871 IAC 24.25. Leaving because of an unlawful, intolerable or detrimental working conditions would be good cause. 871 IAC 24.26(3), (4). Leaving because of dissatisfaction with the work environment is not good cause. 871 IAC 24.25(1). Leaving because of a substantial change in the original agreement of hire would be good cause. Iowa Administrative Code r. 24.26(1).

In the case at hand, the evidence establishes that Ms. Hammermeister left her employment after being informed that the employer intended to change her normal working hours which had been set at 8:00 a.m. until 4:30 p.m., Monday through Friday, since the time of her hire, to different working hours which conflicted with the claimant's obligations to drop off and pick up her children from school.

At the time of the claimant's leaving, she was reasonable in concluding that the employer was not still negotiating whether to impose a change in her working hours, but had decided that a change in the claimant's working hours would take place whether agreeable to the claimant or

not. The evidence in the record establishes that the claimant's set working hours of 8:00 a.m. until 4:30 p.m. had been established at the time that she had most recently been hired by Glen Haven Home and that the employer's later decision to change the claimant's working hours constituted a substantial change in the original agreement of hire providing good cause to the claimant for leaving for reasons that were attributable to the employer.

**DECISION:**

The representative's decision dated September 10, 2014, reference 01, is affirmed. The claimant left employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, providing the claimant meets all other eligibility requirements of Iowa law.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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