

**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**

**GAYLA L STASTNY
102 – 3RD ST E
NEWHALL IA 52315**

**THE METH-WICK COMMUNITY INC
1224 – 13TH ST NW
CEDAR RAPIDS IA 52405**

**Appeal Number: 05A-UI-11897-LT
OC: 10-16-05 R: 03
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)

Iowa Code §96.5(1) – Voluntary Leaving
871 IAC §24.26(1) – Voluntary Leaving – Change in Contract of Hire

STATEMENT OF THE CASE:

Employer filed a timely appeal from the November 9, 2005, reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on December 8, 2005. Claimant did participate. Employer did participate through Cindy Giannini and Donna Jacobi. Employer's Exhibit 1 was received.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed from April 2003 through October 17, 2005 when she quit. She was placed as a lead technician in Stead Cottage full-time in early 2003. On October 13 claimant clocked in and went to get the cottage book but it was not in its usual location. Others told her to look at the schedule board and only then found out she had been replaced as lead technician to float technician. Her

supervisor was not present so she called Cindy Giannini and Donna Jacobi and left voice mails. Her supervisor called her on October 14 and told her she made the change since she thought the lead job was too stressful for claimant because she was upset when a consumer died and thought claimant was becoming too attached to consumers in that cottage. Claimant met with Giannini and Jacobi on October 18 and verified that her supervisor had apologized to her. Employer accused her of filing a report with the state regulatory agency but she had not done so. Claimant said she wanted her lead job back but employer said the change would be indefinite and suggested counseling but had never given claimant prior warning or notice of any concern about her job performance after the consumer's death.

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.

While employer is entitled to change work assignments as it sees fit, Iowa Workforce Development is not bound by those decisions as it applies to the grant or denial of unemployment insurance benefits. Inasmuch as the claimant would lose her regular assignment at the cottage where she had worked the past year and a half with the same consumers and had no notice of employer's concerns about her attachments or request to attend counseling before the transfer, the change of the original terms of hire is considered substantial. Thus the separation was with good cause attributable to the employer. Benefits are allowed.

DECISION:

The November 9, 2005, reference 01, decision is affirmed. The claimant voluntarily left her employment with good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

dml/kjf