

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

SUSAN GREEN

Claimant

APPEAL NO: 10A-UI-10277-BT

**ADMINISTRATIVE LAW JUDGE
DECISION**

IOWA CATHOLIC CONFERENCE

Employer

OC: 05/30/10

Claimant: Respondent (1)

Iowa Code § 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

Iowa Catholic Conference (claimant) appealed an unemployment insurance decision dated July 12, 2010, reference 01, which held that Susan Green (claimant) was eligible for unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on September 7, 2010. The claimant participated in the hearing. The employer participated through Father James Chappell; Karen Ehlinger, School Board Secretary; and Paul Jahnke, Employer's Representative. Claimant's Exhibits A, B, C, and D were admitted 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:

The issue is whether the claimant's voluntary separation from employment qualifies her to receive unemployment insurance benefits.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was employed as a full-time school secretary for Sacred Heart School in Maquoketa, Iowa from July 1, 1995 through June 2, 2010. In February 2010, she requested to reduce her hours to a part-time basis in the next school year. Principal Sister Shirley Steines spoke back and forth with the board and subsequently told the claimant her job was eliminated by the Board of Education and a new position was created. Sister Steines told the claimant she could apply for the new job and the best qualified candidate would be hired.

The employer argued that the new position of administrative assistant was the same as the secretary position but the job descriptions demonstrate otherwise. The claimant quit her employment on June 2, 2010 due to a change in the contract of hire.

REASONING AND CONCLUSIONS OF LAW:

The issue is whether the claimant's voluntary separation from employment qualifies her to receive unemployment insurance benefits.

Iowa Code § 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.

The claimant quit her employment on June 2, 2010 due to a change in the contract of hire. Although she did request to go part-time, Principal Sister Steines subsequently told her that her job was eliminated and she could apply for the new position. Sister Steines did not participate in the hearing and the employer could not provide evidence to the contrary.

A contract of hire need not be an explicit written contract but can be established by schedule, custom or otherwise. A "change in the contract of hire" means a substantial change in the terms or conditions of employment. See Wiese v. Iowa Dept. of Job Service, 389 N.W.2d 676, 679 (Iowa 1986). In Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988), the Iowa Supreme Court ruled that a 25 percent to 35 percent reduction in hours was, as a matter of law, a substantial change in the contract of hire. Further, the Court stated that:

It is not necessary to show that the employer acted negligently or in bad faith to show that an employee left with good cause attributable to the employer . . . [G]ood cause attributable to the employer can exist even though the employer be free from all negligence or wrongdoing in connection therewith.

The change from a secretary to an administrative assistant position with additional duties is considered to be a substantial change in the claimant's contract of hire. Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988). It is the claimant's burden to prove that the voluntary quit was for a good cause that would not disqualify her. Iowa Code § 96.6-2. The claimant has satisfied that burden. Benefits are allowed.

DECISION:

The unemployment insurance decision dated July 12, 2010, reference 01, is affirmed. The claimant voluntarily quit her employment with good cause attributable to the employer and is qualified to receive unemployment insurance benefits, provided she is otherwise eligible.

Susan D. Ackerman
Administrative Law Judge

Decision Dated and Mailed

sda/pjs