

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JOEL D SIGEL
Claimant

APPEAL NO. 12A-UI-08403-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

HY-VEE INC
Employer

OC: 06/10/12
Claimant: Respondent (2)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

The employer filed a timely appeal from the July 6, 2012, reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on August 7, 2012. Bruce Burgess of Corporate Cost Control represented the employer and presented testimony through Steve Graham. Claimant Joel Sigel did not respond to the hearing notice instructions to provide a telephone number for the hearing and did not participate. Exhibit One was received into evidence.

ISSUE:

Whether Mr. Sigel's voluntary quit was for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Joel Sigel was employed by the Muscatine Hy-Vee as a full-time chef from March 2011 until June 9, 2012, when he voluntarily quit in response to proposed changes in the conditions of his employment. On May 17, 2012, the employer notified Mr. Sigel that the employer was going to redirect his duties as chef to focus on the employer's meat department. The employer was in the midst of a substantial remodel of its meat department and the new floor plan would include a demonstration area with a substantial grill and mirrored ceiling. Up to that time, Mr. Sigel's duties had been spread across multiple departments and had included sales floor demonstrations. Up to that time, Mr. Sigel's duties had also involved substantial time working at a computer. The purpose of Mr. Sigel's position had always been to generate profit for the employer by providing customers with meal ideas and recipes. There was to be no change in wage or work hours in connection with the change in duties. On May 19, 2012, Mr. Sigel notified the employer that the proposed changes were not acceptable to him. Mr. Sigel provided the employer with a written resignation memo that indicated his last day in the employment would be June 9, 2012. Mr. Sigel continued to work until June 9, 2012 and then voluntarily separated from the employment. The employer continued to have work available for Mr. Sigel.

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.

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 698, 612 (Iowa 1980) and Peck v. EAB, 492 N.W.2d 438 (Iowa App. 1992). 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. See 871 IAC 24.25.

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.

"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). Generally, a substantial reduction in hours or pay will give an employee good cause for quitting. See Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988). In analyzing such cases, the Iowa Courts look at the impact on the claimant, rather than the employer's motivation. Id. An employee acquiesces in a change in the conditions of employment if he or she does not resign in a timely manner. See Olson v. Employment Appeal Board, 460 N.W.2d 865 (Iowa Ct. App. 1990).

Mr. Sigel did not participate in the appeal hearing and thereby failed to present any evidence to establish that his voluntary quit was for good cause attributable to the employer. While the evidence establishes proposed changes in the conditions of the employment, the refocusing of Mr. Sigel's chef duties to a focus on the meat department did not rise to the level of a *substantial* change in the conditions of the employment.

Mr. Sigel's voluntarily quit the employment without good cause attributable to the employer. Accordingly, Mr. Sigel is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer's account shall not be charged for benefits paid to Mr. Sigel.

Because Workforce Development records indicate no benefits have been disbursed in connection with the claim, there is no overpayment of benefits to be addressed.

DECISION:

The Agency representatives July 6, 2012, reference 01, decision is reversed. The claimant voluntarily quit the employment without good cause attributable to the employer. The claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer's account shall not be charged.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

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