

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

TYLER L MAHONEY
Claimant

ROQUETTE AMERICA, INC.
Employer

Case No. 21IWDUI2094

IWD Appeal No. 21A-UI-07609

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 01/31/21
Claimant: Appellant (2)**

Iowa Code § 96.5(2)a – Discharge for Misconduct
Iowa Code § 96.5(1) – Voluntary Quitting

STATEMENT OF THE CASE:

The claimant/appellant filed an appeal from the March 5, 2021 (reference 01) unemployment insurance decision that denied benefits. The parties were properly notified of the hearing. A telephone hearing was held on May 4, 2021. The claimant, Tyler Mahoney, participated personally. The employer, Roquette America, Inc., participated through labor relations manager Kimberly Smith. The administrative law judge took administrative notice of the claimant's unemployment insurance benefits records including the fact-finding documents.

ISSUES:

Did claimant voluntarily quit the employment with good cause attributable to employer?
Was the claimant discharged for disqualifying job-related misconduct?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds:

Claimant began working for this employer on January 9, 2012. His last day on the job was December 31, 2020. At the time of his separation, his job title was Operator 1A. He was a full-time employee. His schedule, as the undersigned understood it, was:

- Four 12-hour days on;
- Six days off;
- Four 12-hour nights on;
- Four days off;
- Three 12-hour days on;
- Three 12-hour nights on;
- Four days off.

That may not be entirely accurate, but the undersigned believes the exact parameters are immaterial to this decision. The undersigned further notes this is the *less* complicated of the two schedules at issue here.

The employer announced that, effective January 4, 2021, the schedule would change. There is no dispute that the employer has the ability to effect a unilateral change in the schedule—it sounded like that power was part of the collective bargaining agreement. The undersigned will not attempt to outline the new schedule. Suffice it to say that claimant had worked the new schedule earlier in his tenure with this employer and that claimant understood the new schedule would be unworkable for him, given his responsibilities as a single father to a twelve-year-old child who was participating in remote learning.

Therefore, sometime in December, 2020, claimant notified the employer he would be resigning. (It appeared this conversation was spurred because the claimant failed to select a shift under the new schedule, and the employer called him to confirm which shift he wanted.) Around this time, claimant also sought other work. The employer came to understand that he had accepted employment with a different employer out of state, but claimant contended at hearing that he did not have a job offer when he resigned from this employer. He does not currently work at the out-of-state employer. Although the undersigned believes claimant was looking for other work, and further believes that employer may have understood this as the motivation for claimant's quit, the undersigned found credible claimant's assertion that the schedule change was the motivation for his quit.

Claimant's application for unemployment benefits was denied. He appealed.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes as follows:

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 Administrative Code rule 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.

Iowa Code section 96.5(2)(a) provides:

An individual shall be disqualified for benefits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The individual shall be disqualified for benefits until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

Iowa Administrative Code rule 871-24.32(1)(a) provides:

Discharge for misconduct.

(1) Definition.

a. "Misconduct" is defined as a deliberate act or omission by a worker which constitutes a material breach of the duties and obligations arising out of such worker's contract of employment. Misconduct as the term is used in the disqualification provision as being limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. On the other hand mere inefficiency, unsatisfactory conduct, failure in good performance as the result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgment or discretion are not to be deemed misconduct within the meaning of the statute.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

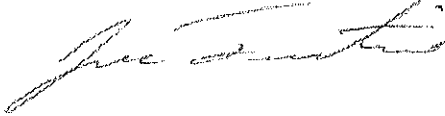
First it must be determined whether claimant quit or was discharged from employment. A voluntary quitting means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer and requires an intention to terminate the employment. *Wills v. Emp't Appeal Bd.*, 447 N.W. 2d 137, 138 (Iowa 1989). A voluntary leaving of employment requires an intention to terminate the employment relationship accompanied by an overt act of carrying out that intention. *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980). Where a claimant walked off the job without permission before the end of his shift saying he wanted a meeting with management the next day, the Iowa Court of Appeals ruled this was not a voluntary quit because the claimant's expressed desire to meet with management was evidence that he wished to maintain the employment relationship. Such cases must be analyzed as a discharge from employment. *Peck v. Emp't Appeal Bd.*, 492 N.W.2d 438, 440 (Iowa Ct. App. 1992).

Here claimant quit. He intended to quit and expressed that intent by failing to sign up for a new shift under the new schedule. This is not a discharge.

The undersigned concludes claimant quit because of a change in his contract of hire. The schedule change prompted the decision to quit. Claimant could no longer work at this employer because of the change. This voluntary quit was for good cause attributable to the employer. Benefits are allowed, provided claimant is otherwise eligible.

DECISION:

The March 5, 2021 (reference 01) unemployment insurance decision is reversed. Benefits are allowed, provided claimant is otherwise eligible.



Joseph Ferrentino
Administrative Law Judge
Department of Inspections and Appeals
Administrative Hearings Division

May 7, 2021
Decision Dated and Mailed

JF/lb

CC: Tyler L Mahoney, Claimant (by First Class Mail)
Roquette America, Inc., LLC, Employer (by First Class Mail)
Nicole Merrill, IWD (By Email)
Joni Benson, IWD (By Email)