

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**RICHARD L GROVER**  
Claimant

**APPEAL NO. 09A-UI-15834-HT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**DOLL DISTRIBUTING LLC**  
Employer

**OC: 09/20/09**  
**Claimant: Respondent (1)**

Section 96.5(1) – Quit

**STATEMENT OF THE CASE:**

The employer, Doll Distributing, filed an appeal from a decision dated October 16, 2009, reference 01. The decision allowed benefits to the claimant, Richard Grover. After due notice was issued, a hearing was held by telephone conference call on November 24, 2009. The claimant participated on his own behalf and was represented by Attorney Jay Smith. The employer participated by Operations Manager Dan McNutt, Human Resources Director Deb Marchesano, Driver Recruiter Jim Kimbro, Warehouse Manager Ken Culver and was represented by Attorney Doug Fulton Exhibits One, Two and Three were admitted into the record.

**ISSUE:**

The issue is whether the claimant quit work with good cause attributable to the employer.

**FINDINGS OF FACT:**

Richard Grover was employed by Doll Distributing from August 15, 1999 until August 26, 2009 as a full-time router working 7:00 a.m. to 3:30 p.m. In June 2008 the claimant approached Director of Human Resources Deb Marchesano to indicate his unhappiness with the current conditions of his job. As the employer is a distributor of beer and other beverages, the summer season is very busy and the claimant was working mandatory overtime. Ms. Marchesano got back to him a few weeks later and said someone had been cross-trained to do the router job and there would be some overlap between first and second shifts to help with the load.

The claimant continued to discuss his dissatisfaction with the warehouse manager and the operations manager. He stated more than once he was looking for another job and wanted to “explore other opportunities” outside the company. The operations manager showed him where the internal job postings were in the facility. These job postings state the job opening and who to contact, and an internal application form would be right next to it. The claimant did not apply for any of these openings. He did express an interest in being a driver or forklift operator, but the only opening available for the latter was second shift. Mr. Grover was not able to work second shift as his wife works that shift and he shares child care responsibilities with her and also helped care for handicapped relatives while she is at work.

On August 12, 2009, the claimant met with the warehouse manager and operations manager about his continued expression of discontent with his job. He was given two weeks off so he could consider whether he wanted to continue to work for the company or to apply for jobs elsewhere. His router job was filled by the second shift employee who did the same job on that shift. When he returned on August 26, 2009, he met with Ms. Marchesano and Mr. McNutt. His job as a router on the first shift was no longer available to him and he was offered the second shift forklift operator position. He declined because of his family obligations and said he was "done." The employer asked for a written resignation which he supplied.

#### **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.

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's job as a first shift router was no longer available to him. That position has been filled by someone else and the only work the employer offered him was on second shift. In the ten years he was employed by Doll Distributing the claimant had never worked second shift and had firmly indicated more than once he was not able to do so. As the employer had removed him from the router job and said he must take the second shift job or nothing was available to him, this amounts to a discharge from the router job. He quit rather than accept a substantial change in the contract of hire. Under the provisions of the above Administrative Code section, this is a voluntary quit with good cause attributable to the employer. The claimant is qualified for benefits provided he is otherwise eligible.

**DECISION:**

The representative's decision of October 16, 2009, reference 01, is affirmed. Richard Grover is qualified for benefits, provided he is otherwise eligible.

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Bonny G. Hendricksmeier  
Administrative Law Judge

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Decision Dated and Mailed

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