

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JAMES D NORRIS
Claimant

APPEAL NO. 09A-UI-02782-MT

**ADMINISTRATIVE LAW JUDGE
DECISION**

RYDER INTEGRATED LOGISTICS INC
Employer

**Original Claim: 06/08/08
Claimant: Appellant (2)**

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated February 10, 2009, reference 01, which held claimant ineligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on March 16, 2009. Claimant participated. Employer participated by Ryan Springer, Customer Logistics Manager, and Bryan Mueller, Customer Logistics Manager. Exhibits One and A were admitted into evidence.

ISSUE:

The issue in this matter is whether claimant quit for good cause attributable to employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds: Claimant last worked for employer on December 30, 2008. Claimant was separated from employment January 8, 2009 due to three no-call absences in violation of policy. Claimant quit because he was changed from a delivery driver to the warehouse. Claimant had spent most of his time as a delivery driver with this employer. Due to an unsubstantiated complaint about claimant's driving, claimant was transferred to the warehouse as a material handler. The change in duties did not change the rate of pay or hours work. The duties in the warehouse were significantly different from that of a delivery person. In the warehouse, claimant ran a forklift and scanner. Claimant so disliked the warehouse assignment that it made him physically ill. Claimant stopped coming to work because of the change in job duties.

REASONING AND CONCLUSIONS OF LAW:

The administrative law judge holds that the evidence has established that claimant voluntarily quit for good cause attributable to employer when claimant terminated the employment relationship because of a significant change in job duties. The delivery driver job was completely different from the warehouse job. This is a significant change in the contract of hire. Claimant had been at the delivery job for sufficient time to expect that he would continue the

same type of work. Employer unilaterally changed the job and, as such, the contract of hire. This is a quit for good cause attributable to employer. Benefits allowed.

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.

DECISION:

The decision of the representative dated February 10, 2009, reference 01, is reversed. Unemployment insurance benefits are allowed, provided claimant is otherwise eligible.

Marlon Mormann
Administrative Law Judge

Decision Dated and Mailed

mdm/kjw