

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ANNA J NAPIER**  
Claimant

**APPEAL NO. 09A-UI-14459-VST**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**STREAM INTERNATIONAL INC**  
Employer

**Original Claim: 08/16/09  
Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Quit

**STATEMENT OF THE CASE:**

The employer filed an appeal from a representative's decision dated September 18, 2009, reference 01, which held the claimant eligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on October 22, 2009. The claimant participated. The employer participated by Staci Albert and Hanna Cook. The record consists of the testimony of Anna Napier, the testimony of Staci Albert, the testimony of Hanna Cook, and Employer's Exhibits 1 and 2.

**ISSUE:**

Whether the claimant voluntarily left for good cause attributable to the employer.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony of the witnesses and having considered all of the evidence in the record, makes the following findings of fact:

The employer in this case is a call center that handles inbound calls from consumers. The claimant was a customer service representative. She began working for the employer in May 2007. When the claimant began her employment, she was a customer service representative for Sirius Satellite Radio. In April 2009, the claimant was asked if she would like to switch to a team that handled calls for XM Radio. She was told that her base pay and incentive pay would stay about the same. At the time the claimant switched teams, she earned \$1,200.00 per month base pay and averaged \$1,300.00 per month in incentive pay.

After making the switch, the claimant's incentive pay was considerably lower. In one month after the switch, she only earned \$650.00 in incentive pay. She estimated an income loss of \$1,500.00. She could no longer afford to live on her own. Her sister purchased her a plane ticket so that the claimant could move to Hawaii and live with her sister. The claimant made several efforts to switch back to her old team and spoke to her team manager, Aaron Dodd, about going back. She was not allowed to do so. The claimant gave her two-week notice on July 17, 2009. Her last day of work was July 31, 2009.

**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.

A quit is a separation initiated by the employee. 871 IAC 24.1(113)(b). 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.

Although the claimant did give her employer a two-week notice and did voluntarily leave her job, the evidence established that she did so due to a significant decrease in her incentive pay after she switched teams in April 2009. The claimant credibly testified that she was told that if she agreed to go to the XM team, there would be no significant decrease in her base pay and incentive pay. When her income did go down, she tried unsuccessfully to return to her old team and was not allowed to do so by the employer. The loss of incentive pay was so significant to the claimant that she could no longer afford to live by herself and accepted an offer and a plane ticket from her sister to move to Hawaii.

Iowa law provides that if there is a significant change in the contract of hire, the claimant leaves the employment with good cause attributable to the employer. One of these changes can be in remuneration. The evidence established that there was a substantial change in the claimant's pay, and therefore good cause for the claimant's leaving her job is attributable to the employer. Benefits are allowed.

**DECISION:**

The representative's decision dated September 18, 2009, reference 01, is affirmed. Unemployment insurance benefits are allowed, provided the claimant is otherwise eligible.

---

Vicki L. Seeck  
Administrative Law Judge

---

Decision Dated and Mailed

vls/kjw