

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**TABITHIA GATLIN**  
Claimant

**APPEAL NO. 13A-UI-06663-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**LUTHERAN SERVICES IN IOWA INC**  
Employer

**OC: 05/05/13**  
**Claimant: Appellant (2)**

Section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

Tabithia Gatlin filed a timely appeal from the May 24, 2013, reference 01, decision that denied benefits. After due notice was issued, a hearing was held on July 1, 2013. Ms. Gatlin participated. Melinda Pollmeier, Director of Human Resources, represented the employer. Exhibit A was received into evidence.

**ISSUE:**

Whether Ms. Gatlin'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: Tabithia Gatlin was employed by Lutheran Services in Iowa, Inc., on a full-time basis from October 2012 until May 1, 2013, when she voluntarily quit. Ms. Gatlin's immediate supervisor was Tammy Hoffman, Clinical Supervisor. Ms. Gatlin has a Bachelor of Science degree in adult family resources. Throughout most of her employment, Ms. Gatlin worked as an associate caseworker. Ms. Gatlin's wage was \$12.00 per hour. Ms. Gatlin performed her duties at the Beloit Residential Treatment Center in Ames. The Beloit Center provides services to children aged 5 to 13 who have behavioral disorders. Ms. Gatlin's work hours were noon to 8:00 p.m. or 11:00 a.m. to 7:00 p.m. In her position as associate caseworker, Ms. Gatlin's main duty was to lead a structured skills class for a group of boys and a group of girls. Ms. Gatlin would also meet with juvenile clients one-on-one to provide behavioral intervention services. Some of Ms. Gatlin's duties were performed inside the "community," or residential quarters of the Beloit facility. The one-on-one meetings took place in Ms. Gatlin's office, outside the residential quarters.

On February 8, 2013, the employer changed Ms. Gatlin's title to youth specialist. This was the title shared with staff who generally worked inside the residential quarters dealing with the children's daily needs, addressed behavioral issues, and working with the children in a less formal way on skill development. The employer did not immediately change Ms. Gatlin's duties or work hours. The employer did not change Ms. Gatlin's pay. Prior to the change in title, Ms. Gatlin had sometimes assisted in the residential quarters when the youth specialists

needed another staff member present while they addressed behavioral issues. Ms. Gatlin had received the same training the youth specialists received in techniques to de-escalate behaviors.

In mid-April 2013, the employer notified Ms. Gatlin that she would have to start working one shift per week in the residential quarters. That shift would run either from 7:00 a.m. to 3:00 p.m. or 3:00 p.m. to 11:00 p.m. The employer made the change because the employer needed more youth specialists working in the residential quarters and because it was easiest to move Ms. Gatlin into that position.

At the time the employer announced the new requirement that Ms. Gatlin work one shift per week in the living quarters, Ms. Gatlin had already been thinking about leaving the employment. Ms. Gatlin's mother resided in New London. Ms. Gatlin's mother had been having issues with anxiety and Ms. Gatlin thought she could be of assistance to her mother by helping around the house and being available if needed. Ms. Gatlin's decision to leave the employment and move back to New London was not based on any medical provider's request or treatment plan calling for such assistance.

On April 24, Ms. Gatlin submitted a written resignation notice to Ms. Hoffman by email. Ms. Gatlin made no reference to the change in title or duties in her written resignation or in her discussion with Ms. Hoffman. Ms. Gatlin referred only to her desire to assist her mother. Ms. Gatlin was concerned that she might harm her future employment prospects if she said she was leaving because she did not want to perform the duties associated with the youth worker position.

#### **REASONING AND CONCLUSIONS OF LAW:**

Iowa Code section 96.5-1-c 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. But the individual shall not be disqualified if the department finds that:

c. The individual left employment for the necessary and sole purpose of taking care of a member of the individual's immediate family who was then injured or ill, and if after said member of the family sufficiently recovered, the individual immediately returned to and offered the individual's services to the individual's employer, provided, however, that during such period the individual did not accept any other employment.

To the extent that Ms. Gatlin's decision to leave the employment was based on a desire to assist her mother, the evidence fails to establish that Ms. Gatlin's mother needed or wanted such assistance. A doctor had not recommended such assistance. Thus, to the extent the decision to leave was to care for the mother, the quit would be without good cause attributable to the employer.

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).

The administrative law judge gets Ms. Gatlin's point that there were distinct differences between the duties she had performed as an associate caseworker and the youth specialist duties the employer asked her to assume in mid-April. The main difference was that the youth specialists spent all, or almost all, of their work time in close proximity to the children in the children's residential quarters and would be on the front line of dealing with behaviors when they got out of hand. In her position as associate caseworker, Ms. Gatlin's duties were structured differently from the duties of the youth specialists. Ms. Gatlin had an office separate from the residential quarters. Ms. Gatlin's interactions with the children were in large part more structured than the interactions the youth specialist had with the children. Ms. Gatlin would meet with the children one-on-one in her office for distinct periods and then the child would return to the residential quarters and Ms. Gatlin would remain outside the residential quarters. When Ms. Gatlin conducted the group sessions, she might be in the residential quarters for distinct periods of an hour or hour and a half, but then, again, would return to her office, outside the residential quarters. When Ms. Gatlin had previously assisted with de-escalating behaviors as they occurred in the residential quarters, she had done so in a limited, supporting role, and not been asked to directly intervene with the child who was at that time acting out. Quite frankly, there was greater risk of Ms. Gatlin being attacked or injured by a child in the youth specialist position and that appears to have been an unspoken, but important, factor in Ms. Gatlin's decision to leave the employment rather than acquiesce in the change. So, yes, there were distinct differences in the positions. That explains, in part, why Ms. Gatlin's initial title had been case worker, though the employer had youth specialists on staff all along. The weight of the evidence suggests that employer also recognized the substantial change involved in moving from the caseworker position to the youth specialist position, hence the initial change in title without change in duties, and then two months later announcing the actual change in duties. The employer's decision to make the change a two-step process did not make it any less substantial. It suggests instead that the employer was grooming Ms. Gatlin, through incremental changes, so that she would be more likely to accept the ultimate change in duties. Though there was no change in pay, there was a change in work hours. The administrative law judge concludes that there were indeed substantial changes in the condition of the employment and that Ms. Gatlin's decision to leave when she did was based in large part on those changed conditions.

Based on the substantial changes in the conditions of the employment, the administrative law judge concludes that Ms. Gatlin's voluntary quit was for good cause attributable to the employer.

Accordingly, Ms. Gatlin is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits.

**DECISION:**

The Agency representative's May 24, 2013, reference 01, decision is reversed. The claimant quit the employment for good cause attributable to the employer. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

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