

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

CHRISTOPHER M BLANCHARD
Claimant

ALPLA INC
Employer

APPEAL NO. 21A-UI-01537-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 09/06/20
Claimant: Appellant (1)

Iowa Code Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the December 9, 2020, reference 01, decision that disqualified him for benefits and that held the employer's account would not be charged for benefits, based on the deputy's conclusion that the claimant voluntarily quit on October 19, 2020 without good cause attributable to the employer. After due notice was issued, a hearing was held on February 19, 2021. The claimant participated. The employer was not available at the numbers the employer registered for the hearing and did not participate. The hearing in this matter was consolidated with the hearing in Appeal Number 20A-UI-01538-JTT. Exhibit A was received into evidence. The administrative law judge took official notice of the following Agency administrative records: DBRO, KCCO and WAGE-A.

ISSUE:

Whether the claimant'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: The claimant was employed by ALPLA, Inc. as a full-time Team Lead until October 19, 2020, when he voluntarily quit. The employer manufactures plastic bottles. The claimant began his employment in 2014. The claimant was on the first shift until March 2020. The work hours on the first shift were 6:00 a.m. to 2:00 p.m. In February or March 2020, the employer told the claimant that the employer was considering elimination of the claimant's position. The employer did not mention when this might occur. The employer never took steps to eliminate the claimant's position. In March 2020, the employer moved the claimant to the second shift in response to the impact of COVID-19 on the employer's operations. The claimant's work hours on the second shift were 2:00 p.m. to 10:30 p.m. The claimant was already a Team Lead/trainer at the time he was moved to the second shift. Once the claimant moved to the second shift, the workers he trained were primarily temporary workers. The claimant continued on the second shift until he left the employment. The second shift was initially short-staffed when the claimant moved to the second shift, but was eventually fully staffed.

During the first week of October 2020, the claimant and a particular temporary worker got into a verbal disagreement. The temporary worker was someone the claimant had trained. The claimant and the particular temporary worker had to perform the other's duties when one of them was on break. The claimant was dissatisfied that the temporary worker did not work as fast as the claimant and that the claimant had to catch up on his duties when he returned from break. During the first week of October 2020, the temporary worker observed the claimant looking in his direction while the claimant was speaking to a Team Lead. The temporary worker jumped to the conclusion that the claimant had been making disparaging comments to the about the temporary worker. The temporary worker confronted the claimant and the two exchanged words. The supervisor intervened to send the two men to work in different areas. The employer reviewed video surveillance of the verbal exchange. The supervisor told the claimant that if the claimant had stepped toward the temporary work that the claimant would have been discharged from the employment. The claimant was unhappy with the employer's handling of the matter and requested to return to the first shift. The employer did not return the claimant to the first shift.

The claimant was considering leaving the employment prior to the October interaction with the temporary worker. During the week that started September 6, 2020, the claimant's girlfriend set up an unemployment insurance claim for the claimant at a time when the claimant was still working full-time in his full-time position. On September 13, 2020, the claimant made a weekly claim for the week that ended September 12, 2020. The claimant deferred further weekly claims until after he separated from the employment, but then made weekly claims for weeks that included weeks while he was still employed full-time.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

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).

Iowa Admin. Code r. 871-24.25(6) and (28) provides:

Voluntary quit without good cause. 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 from whom the employee has separated. The employer has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code section 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code section 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

(6) The claimant left as a result of an inability to work with other employees.

...

(28) The claimant left after being reprimanded.

Iowa Admin. Code r. 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.

"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).

Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See Iowa Admin. Code r. 871-24.26(4). The test is whether a reasonable person would have quit under the circumstances. See *Aalbers v. Iowa Department of Job Service*, 431 N.W.2d 330 (Iowa 1988) and *O'Brien v. Employment Appeal Bd.*, 494 N.W.2d 660 (1993). Aside from quits based on medical reasons, prior notification of the employer before a resignation for intolerable or detrimental working conditions is not required. See *Hy-Vee v. EAB*, 710 N.W.2d (Iowa 2005).

The evidence in the record establishes a voluntary quit without good cause attributable to the employer. The shift change was substantial change in the conditions of the employment, but the claimant effectively acquiesced in the shift change by electing to continue in the employment for seven months after he was moved to the second shift. The claimant's uncomfortable relationship with the temporary worker in question and the verbal exchange during the first week of October 2020 did not rise to the level of intolerable and/or detrimental working conditions that would have prompted a reasonable person to leave the employment. The employer's statement in February or March 2020 that the employer was contemplating elimination of the claimant's position would not constitute an intolerable and/or detrimental working condition, especially when the claimant was still employed seven or eight months later. The weight of the evidence establishes that the claimant was dissatisfied with the employment prior to the October exchange with the coworker and that verbal reprimand issued to the claimant in connection with that incident was a factor in the claimant's decision to leave. The claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to 10 times his weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged.

DECISION:

The December 9, 2020, reference 01, decision is affirmed. The claimant voluntarily quit the employment effective October 19, 2020 without good cause attributable to the employer. The claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to 10 times his weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged.



James E. Timberland
Administrative Law Judge

March 1, 2021
Decision Dated and Mailed

jet/lj

NOTE TO CLAIMANT:

- This decision determines you are not eligible for regular unemployment insurance benefits under state law. If you disagree with this decision you may file an appeal to the Employment Appeal Board by following the instructions on the first page of this decision.
- If you do not qualify for regular unemployment insurance benefits under state law and are currently unemployed for reasons related to COVID-19, you may qualify for Pandemic Unemployment Assistance (PUA). **You will need to apply for PUA to determine your eligibility under the program.** For more information on how to apply for PUA, go to <https://www.iowaworkforcedevelopment.gov/pua-information>.