

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

ALEXANDRYA K MORAN
Claimant

APPEAL 20A-UI-10342-J1-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

YOUNG MENS CHRISTIAN ASSOCIATION
Employer

**OC: 06/07/20
Claimant: Appellant (2)**

Iowa Code § 96.5(1) – Voluntary Quitting

STATEMENT OF THE CASE:

On August 26, 2020, the claimant filed an appeal from the August 25, 2020, (reference 02) unemployment insurance decision that denied benefits based on voluntary quit. The parties were properly notified about the hearing. A telephone hearing was held on October 9, 2020. Claimant participated. Employer participated through Tami Ruppel, Human Resources, Mia Gehringer, Director and Heather Hulen, Executive Director. Exhibits A and B were admitted into the record.

ISSUE:

Did claimant quit work with good cause attributable to the employer?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer in September, 2018. Claimant last worked as a part-time swim instructor. Claimant was separated from employment on February 5, 2020, when she submitted her resignation to her employer.

Claimant began her employment with the Indianola Branch of the Des Moines YMCA (YMCA) on October 3, 2018. Claimant has always worked part time. Claimant worked in the Welcome Center and Aquatic Center. Claimant started to work in the Aquatic Center on April 14, 2019. Claimant had always worked on Monday, Wednesday and Saturdays for the Aquatic Center. Claimant would give private lessons on Sundays. On September 9, 2019 claimant stopped working for the Welcome Center and was strictly in the Aquatic Center as an instructor. Claimant would work a little more than three hours a week after September 29, 2019.

On December 27, 2019 claimant informed her supervisor, Mia Gehringer, that she was only available to teach swimming on Monday, Wednesday and Saturdays. (Ex. B) Ms. Gehringer scheduled the winter swimming lessons to take place on Tuesdays and Thursdays.

Claimant was not available to work on Tuesday and Thursdays, as she had classes and work study program on those days. Claimant submitted her resignation on February 5, 2020 stating

that she had informed the YMCA in December she was not available on Tuesdays and Thursdays and that the winter schedule conflicted with her college schedule. (Ex. A) Claimant testified that she was willing to work on Monday, Wednesday and Saturday.

REASONING AND CONCLUSIONS OF LAW:

The issue that must be decided is whether claimant had good cause attributable to her employment for quitting employment. I find claimant had good cause attributable to her employer.

“Good cause attributable to the employer” does not require fault, negligence, wrongdoing or bad faith by the employer. *Dehmel v. Employment Appeal Bd.*, 433 N.W.2d 700, 702 (Iowa 1988)(“[G]ood cause attributable to the employer can exist even though the employer is free from all negligence or wrongdoing in connection therewith”); *Shontz v. Iowa Employment Sec. Commission*, 248 N.W.2d 88, 91 (Iowa 1976)(benefits payable even though employer “free from fault”); *Raffety v. Iowa Employment Security Commission*, 76 N.W.2d 787, 788 (Iowa 1956)(“The good cause attributable to the employer need not be based upon a fault or wrong of such employer.”). Good cause may be attributable to “the employment itself” rather than the employer personally and still satisfy the requirements of the Act. *Raffety*, 76 N.W.2d at 788 (Iowa 1956).

Ordinarily “good cause” is derived from the facts of each case keeping in mind the public policy stated in Iowa Code Section 96.2. *O’Brien v. EAB* 494 N.W.2d 660, 662 (Iowa 1993) (citing *Wiese v. IA Dept. of Job Serv.*, 389 N.W.2d 676, 680 (Iowa 1986)). “The term encompasses real circumstances, adequate excuses that will bear the test of reason, just grounds for the action, and always the test of good faith.” *Wiese v. IA Dept. of Job Serv.*, 389 N.W.2d 676, 680 (Iowa 1986). “Common sense and prudence must be exercised in evaluating all of the circumstances that led to an employee’s quit in order to attribute the cause for the termination.” *Id.*

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.

The claimant worked on Monday, Wednesday and Saturday as a swim instructor. The employer switched the swimming days to days she had not worked as a swim instructor and informed her employer she was not able to work. The changing of the schedule to days that claimant did not usually work was a substantial change in the contract of hire. While the employer is certainly free to adjust how it schedules classes and schedule, for the claimant it was a substantial change in her contract of hire. Claimant had good cause attributable to the employer for quitting her employment.

DECISION:

Regular Unemployment Insurance Benefits Under State Law

The August 25, 2020, (reference 02) unemployment insurance decision is reversed. Benefits are payable, provided claimant is otherwise eligible.



James F. Elliott
Administrative Law Judge

October 13, 2020
Decision Dated and Mailed

je/sam