

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MEGHNA AMEEN
Claimant

APPEAL NO. 09A-UI-18483-S2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

DILLARD'S INC
Employer

OC: 11/01/09
Claimant: Appellant (1)

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

Meghna Ameen (claimant) appealed a representative's December 2, 2009 decision (reference 02) that concluded she was not eligible to receive unemployment insurance benefits because she voluntarily quit work with Dillard's (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was scheduled for January 21, 2010. The claimant was represented by Elizabeth Norris, Attorney at Law, and participated personally. The employer participated by Bonnie Thoresen, Store Manager, and Twila Sweet, Assistant Store Manager.

ISSUE:

The issue is whether the claimant was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was hired on August 31, 2007, as a part-time office associate. In May 2009, the employer granted the claimant's request to become a full-time office associate. The claimant requested more hours and a raise. The employer told the claimant that the office associate position prepared workers to move out to the sales floor and earn more money. The employer could not pay the claimant a higher hourly wage as an office associate. The claimant continued to complain about her wages and filed complaints against the employer.

On October 2, 2009, the employer told the claimant she would be transferred to the sales floor on October 4, 2009, where she would earn the same or higher wages. Her work hours would be comparable. The claimant said she would not go to the other department and quit work on October 2, 2009.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes the claimant voluntarily quit work 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.

An employee must give prior notice to the employer before quitting due to a change in the contract of hire. Cobb v. Employment Appeal Board, 506 N.W.2d 445 (Iowa 1993). In order to show good cause for leaving employment based on a change in the contract for hire, an employee is required to take the reasonable step of informing the employer about the change that the employee believes are substantial and that she intends to quit employment unless the conditions are corrected. The employer must be allowed a chance to correct those conditions before the employee takes the drastic step of quitting employment. Cobb v. Employment Appeal Board, 506 N.W.2d 445 (Iowa 1993). The claimant did not inform the employer of the substantial change at issue nor that she intended to quit if the changes were not addressed. Due to the claimant's failure to give the employer notice, there cannot be a finding that she left work with good cause attributable to the employer and, therefore, the claimant is not eligible to receive unemployment insurance benefits.

DECISION:

The representative's December 2, 2009 decision (reference 02) is affirmed. The claimant voluntarily left work without good cause attributable to the employer. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times the claimant's weekly benefit amount, provided the claimant is otherwise eligible.

Beth A. Scheetz
Administrative Law Judge

Decision Dated and Mailed

bas/pjs