

FINDINGS OF FACT:

The claimant worked for the employer as a home health care aide from August 2000 to August 31, 2005. She worked 30 to 40 hours per week providing home health care to elderly and disabled clients. Her rate of pay was either \$6.06 or \$10.60 per hour depending on the level of care provided to the clients. About 80 percent of her clients were through a contract with the Fort Madison Community Hospital. The claimant's average weekly wage during the highest quarter of her base period was about \$301.00.

In mid-August 2005, the employer notified the claimant that the Fort Madison Community Hospital was canceling its contract. As a result, the claimant's hours performing home health care work would have been cut substantially until the employer found clients to replace those lost as a result of the cancellation of the contract. Her wages would have also been reduced substantially.

The claimant provided a one-week notice of her intention to quit employment because of the substantial change in her hours and compensation. The employer did not assure the claimant that her hours and compensation would not be cut, and the claimant quit her employment on August 31, 2005.

REASONING AND CONCLUSIONS OF LAW:

The issue in this case is whether the claimant voluntarily quit employment without good cause attributable to the employer.

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.

The Iowa Supreme Court in Cobb v. Employment Appeal Board, 506 N.W.2d 445 (Iowa 1993), established conditions that must be met to prove a quit was with good cause when an employee quits due to a substantial change in the contract of hire. First, the employee must notify the employer of the unacceptable change. Second, the employee must notify the employer that she intends to quit if the change is not corrected.

The preponderance of the evidence establishes that the claimant voluntarily quit employment due to a substantial alteration of the employment contract. She notified the employer that she was going to quit employment but nothing was done to reassure the claimant that the employer would continue to provide her with 30 to 40 hours of work each week. The evidence establishes the claimant had good cause attributable to the employer to leave her employment.

DECISION:

The unemployment insurance decision dated October 14, 2005, reference 02, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

saw/kjw