

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RHONDA M PERDUE
Claimant

APPEAL NO. 07A-UI-07414-H2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**NORTH KOSSUTH COMMUNITY
SCHOOL DISTRICT**
Employer

OC: 07-01-07 R: 02
Claimant: Respondent (1)

871 IAC 24.26(1) – Voluntary Leaving – Change in Contract of Hire

STATEMENT OF THE CASE:

The employer filed a timely appeal from the July 25, 2007, reference 03, decision that allowed benefits. After due notice was issued, a hearing was held on August 16, 2007. The claimant did participate. The employer did participate through Mike Landstrum, Superintendent and was represented by Rich Engel, Attorney at Law. Employer's Exhibit One was received.

ISSUE:

Did the claimant voluntarily quit her job with good cause attributable to the employer?

FINDINGS OF FACT:

Having reviewed the testimony and all of the evidence in the record, the administrative law judge finds: Claimant was employed as an office worker/lunch secretary and director of transportation full time beginning August 1978 through June 27, 2007 when she voluntarily quit her job.

The school district decided to change the job they were going to offer the claimant for the school year beginning July 2007. The claimant would no longer be the director of transportation or the lunch secretary, nor would she work in the office, instead the claimant was offered the position of full time day janitor. The claimant did not want to change to working as a janitor from working in the office and refused the new contract and resigned due to the change in job duties. The claimant's new position would have paid her more money per year.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant did voluntarily leave the employment with 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 mere fact that one job pays more than another does not make the change to the higher wage job always an acceptable situation. The claimant's entire job would have changed from working in the office to doing janitorial work. She had previously helped in the summers with maintenance work, but had not worked as a janitor previously. The employer was seeking to change her contract of hire to completely change her job duties. Notwithstanding the fact that the claimant would have been paid more per year, the change of the original terms of hire is considered substantial. Thus, the separation was with good cause attributable to the employer. Benefits are allowed.

DECISION:

The July 25, 2007, reference 03, decision is affirmed. The claimant voluntarily left her employment with good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

Teresa K. Hillary
Administrative Law Judge

Decision Dated and Mailed

tkh/css