

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

WATCHARAPA JARNAGIN
Claimant

APPEAL NO. 07A-UI-10285-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

QUIZNOS SUB
Employer

**OC: 09/23/07 R: 02
Claimant: Respondent (1)**

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

The employer appealed an unemployment insurance decision dated October 31, 2007, reference 01, that concluded the claimant voluntarily quit employment with good cause attributable to the employer. A telephone hearing was held on November 27, 2007. The parties were properly notified about the hearing. The claimant participated in the hearing. Jeffrey Lipman participated in the hearing on behalf of the employer with a witness, Dan Brown and Matt Boyd.

ISSUE:

Did the claimant voluntarily quit employment without good cause attributable to the employer?

FINDINGS OF FACT:

The claimant worked for the employer from September 4, 2004, to September 25, 2007. She started working as a sandwich maker, was promoted to a manager position, and stepped down from the manager position in August 2007 to go back to the sandwich maker job. Dan Brown was her supervisor. As a sandwich maker, the claimant was working 35 to 40 hours per week and receiving an hourly wage.

In September 2007, Brown approached the claimant about spearheading a delivery program that the employer wanted to start. Brown gave the claimant the assignment because he knew that the claimant was in the process of buying her own Quiznos franchise. He believed that she would be interested in learning about the delivery program. Brown and the claimant, however, did not discuss the exact details of what he wanted the claimant to do.

Brown put the claimant on the schedule for the week of October 1 to 7 to work three hours as a sandwich maker. Brown expected the claimant to fill the rest of her hours performing work related to initiating the delivery program, including getting training from the training store and do some promotional work for the delivery program by handing out coupons to area businesses. She would have been paid her regular hourly wage for her work.

When the claimant saw the schedule for the week of October 1, she believed the employer was cutting her hours and changing her job duties because she could not imagine how she could spend 30 hours on the delivery program. She had contacted the training store and found out that there was nothing in the way of training there regarding the delivery program.

The claimant spoke with Brown on September 25. She objected to being on the schedule to work as a sandwich maker for only three hours. She asked him what she was supposed to do that week. He told her that he expected her to promote the delivery business for the rest of the time by handing out coupons to business. The claimant was willing to hand out coupons to business but thought that would only involve a few hours of work not the whole week. When she complained about the amount of time Brown expected her to hand out coupons, Brown responded that if she was unhappy that she could quit. The claimant informed Brown that she was quitting and left work.

The claimant quit because she was believed her job duties had been substantially changed and Brown wanted her to quit when he told her to quit if she unhappy.

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.

The problem in this case is that while the claimant agreed to spearhead the delivery program, Brown did not communicate effectively to the claimant what he expected of her. They clearly were not on the same page in terms of the amount of time Brown expected the claimant to spend on the delivery program in comparison to her scheduled hours as a sandwich maker. It is unfortunate that Brown did not ask the claimant how many hours she wanted to be scheduled as a sandwich maker. Under the circumstances, the claimant reasonably believed Brown was attempting to substantially change her job duties. This was evidenced by the fact that when she raised her concerns to Brown, he did not attempt to reconcile their differences. Instead, he invited the claimant to quit if she was unhappy with her duties. I conclude the claimant voluntarily quit employment with good cause attributable to the employer based on the employer's refusal to address valid concerns the claimant had raised about her job duties.

DECISION:

The unemployment insurance decision dated October 31, 2007, reference 01, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/pjs