

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**YOWONDA P SMITH**  
Claimant

**APPEAL NO. 09A-UI-11245-LT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**FAMILY DOLLAR STORES OF IOWA INC**  
Employer

**Original Claim: 06/21/09  
Claimant: Respondent (1)**

Iowa Code § 96.5(1) – Voluntary Leaving  
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 27, 2009, reference 02, decision that allowed benefits. After due notice was issued, a telephone conference hearing was held on August 20, 2009. Claimant participated. Employer participated through Chad Tolsma, store manager.

**ISSUE:**

The issue is whether claimant quit the employment without good cause attributable to the employer.

**FINDINGS OF FACT:**

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: Claimant most recently worked full-time earning \$9.50 per hour as an assistant manager and was separated on June 16, 2009. She complained to Tolsma in April 2009 that a subordinate employee was making \$10.00 per hour, which is more than she made as assistant manager. Tolsma agreed to speak with Frank, district manager, and they agreed to give her a raise; but two months later they had not, so she confronted Tolsma again and they said they would but did not, so she gave her notice. At their suggestion, she agreed to accept a position with less responsibility that paid \$10.00 per hour but then was told she could not, since she had given her notice. Raises are generally given once per year after inventory is complete in May. Employer did not tell her the raise was subject to the inventory timing and would not be in place until two months after that.

**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 § 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.

Inasmuch as the employer promised but kept delaying a raise to the level of a subordinate employee, 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 27, 2009, reference 02, 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.

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Dévon M. Lewis  
Administrative Law Judge

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Decision Dated and Mailed

dml/kjw