

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

MARY E SLETTEN
843 W 190TH ST UNIT 48
AMES IA 50010

FRIENDSHIP ARK INC
130 S SHELDON
AMES IA 50014

Appeal Number: 05A-UI-02369-JTT
OC: 01/30/05 R: 02
Claimant: Appellant (1)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Mary Sletten filed a timely appeal from the March 1, 2005, reference 01, decision that denied benefits. After due notice was issued, a hearing was held on March 23, 2005. Claimant did participate. Employer did participate through Mary Beth Ostenbrug, Executive Director. Exhibits One and A were received into evidence.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Mary Sletten was employed by Friendship Ark as a full-time live-out assistant from January 19, 2004 until January 28, 2005 when she voluntarily quit. Ms. Sletten's quit was prompted by a written reprimand the employer presented to Ms. Sletten for her signature on January 28. The reprimand was for walking off the job on January 26. On January 26, Ms. Sletten's immediate

supervisor, Beth Nicholas, had met with Ms. Sletten to discuss issues pertaining to Ms. Sletten's time card. It was that discussion that apparently led to Ms. Sletten walking off the job that evening. The employer had not requested Ms. Sletten's resignation and continued to have work available to Ms. Sletten.

The written reprimand on January 28, 2005 served as the last straw, but it was not the primary reason for Ms. Sletten's quit. In October 2004, the employer had announced a reduction in the wage to be paid to staff that worked the overnight shift. The policy went into effect on November 1, 2004. The policy impacted Ms. Sletten by reducing her hourly wage from \$9.25 per hour to \$6.00 per hour while Ms. Sletten and the group home residents were asleep. At least one staff member had quit on the day the reduction in pay was announced. However, Ms. Sletten quit almost three months after the reduction in overnight pay took effect.

REASONING AND CONCLUSIONS OF LAW:

The question is whether Ms. Sletten's quit was for good cause attributable to the employer. For the reasons set forth below, the administrative law judge concludes it was not.

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.

Since Ms. Sletten quit the employment, she has the burden of proving that the quit was for good cause attributable to the employer. Iowa Code section 96.6(2). The evidence indicates that Ms. Sletten's quit was in immediate response to being reprimanded. Quits for this reason is presumed to be without good cause attributable to the employer. See 871 IAC 24.25(28).

The evidence also indicates that Ms. Sletten's quit was in response to a change in the contract of hire. See 871 IAC 24.26(1). "Change in the contract of hire," means a substantial change in the terms or conditions of employment. See Wiese v. Iowa Dept. of Job Service, 389 N.W.2d 676, 679 (Iowa 1986). Generally, a substantial reduction in hours or pay will give an employee good cause for quitting. See Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988). In analyzing such cases, the Iowa Courts look at the impact on the claimant, rather than the employer's motivation. Id. An employee acquiesces in a change in the conditions of employment if he or she does not resign in a timely manner. See Olson v. Employment Appeal Board, 460 N.W.2d 865 (Iowa Ct. App. 1990).

Had Ms. Sletten quit at the time the reduction in overnight pay went into effect or shortly thereafter, she may very well have been eligible for benefits based on the employer's change in the conditions of her employment. However, by waiting almost three months after the pay reduction took effect, Ms. Sletten acquiesced in the change in the conditions of her employment and her quit cannot be deemed for good cause attributable to the employer.

Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that Ms. Sletten's voluntary quit was without good cause attributable to the employer. According, Ms. Sletten is disqualified for benefits.

DECISION:

The Agency representative's March 1, 2005, reference 01, decision is affirmed. The claimant voluntarily left his employment without good cause attributable to the employer. Benefits are withheld until such time as the claimant has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

jt/sc