

The claimant voluntarily quit employment effective September 9, 2005, after giving her two-week notice on August 29, 2005. The claimant voluntarily quit employment because (1) she found the workload to be too heavy, especially since she was also attending school full time; (2) she considered some of the work tasks she was given to be different than in her job description and very time consuming, particularly a new requirement for scanning student files; (3) she was dissatisfied when the employer would not allow her to adjust her work schedule to accommodate her need to take a class on Wednesday night; (4) she felt she did not get the training she needed to do her job; and (5) she considered an assignment she was given to get signatures on grant documents after the financial aid to be dishonest.

The employer did not misrepresent the work, the training or job description for the job. The claimant was told that she would be trained for two weeks but was never informed the trainer would be working exclusively with her for eight hours per day. She received two weeks of training and could have asked for additional training. The claimant was never required to work more than 40 hours per week or informed by management that it was dissatisfied with what she was accomplishing. The scanning was time-consuming, but the claimant was given clerical assistance for the task. The task was not specifically described in the claimant's job description but was related to her duties as the director of financial aid. The claimant knew from the beginning that she was required to work two nights per week. The employer was very accommodating in allowing the claimant to not work on Wednesdays, but expected the claimant to work on Thursday, which was reasonable. The claimant did not have childcare for that night and decided to quit rather than make alternative arrangements for caring for her son. The employer did not do anything illegal or improper in making sure documents kept internally were signed to verify the disbursement of financial aid to students, and the claimant never objected to performing the task.

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 evidence fails to establish that the employer willfully breach the claimant's employment agreement or created intolerable working conditions. While the claimant may have had good personal reasons for quitting, good cause attributable to the employer as defined by the unemployment insurance law has not been established in this case.

DECISION:

The unemployment insurance decision dated September 30, 2005, reference 02, is affirmed. The claimant is disqualified from receiving unemployment insurance benefits until she has been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

saw/s