

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**SANDY S EDGAR**  
Claimant

**APPEAL NO. 08A-UI-11597-S2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**HY-VEE INC**  
Employer

**OC: 11/09/08 R: 03**  
**Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Quit  
871 IAC 24.26(1) – Voluntary Leaving – Change in Contract of Hire

**STATEMENT OF THE CASE:**

Hy-Vee (employer) appealed a representative's December 2, 2008 decision (reference 01) that concluded Sandy Edgar (claimant) was eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was scheduled for December 29, 2008. The claimant participated personally. The employer was represented by Tim Speir, Employer Representative, and participated by Joseph Deutsch, Store Director.

**ISSUE:**

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

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds that: The claimant was hired on September 11, 1996, as a full-time inventory manager. The employer made some management changes to employees' titles and duties. On October 2, 2008, the claimant learned she would be affected by the changes. She would lose management status and, as a result, lose disability benefits. In addition, the claimant would have to work six days per week to work 40 hours per week, rather than the five days she had been working. On October 2, 2008, the claimant told the employer of the problems with the change. The employer would not change its decision. The claimant gave the employer two weeks' notice of her resignation. The claimant worked until October 16, 2008. Continued work was available had the claimant not resigned.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant voluntarily quit work with good cause attributable to the employer.

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.

An employee must give prior notice to the employer before quitting due to a change in the contract of hire. Cobb v. Employment Appeal Board, 506 N.W.2d 445 (Iowa 1993). The claimant quit work because the employer changed her disability benefits after notifying the employer of the problem. A change in one's benefits is a substantial change in one's contract for hire. The employer substantially changed the claimant's contract for hire and, therefore, the separation was not voluntary. The claimant is qualified to receive unemployment insurance benefits, provided she is otherwise eligible.

**DECISION:**

The representative's December 2, 2008 decision (reference 01) is affirmed. The claimant voluntarily quit with good cause attributable to the employer. The claimant is eligible to receive unemployment insurance benefits.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

bas/kjw