

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

PENNY L REESE

Claimant

APPEAL NO: 11A-UI-16263-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

DES MOINES WHEEL & RIM COMPANY

Employer

OC: 11/27/11

Claimant: Appellant (2)

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

Penny L. Reese (claimant) appealed a representative's December 15, 2011 decision (reference 01) that concluded she was not qualified to receive unemployment insurance benefits after a separation from employment with Des Moines Wheel & Rim Company (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on January 23, 2012. The claimant participated in the hearing. The employer received the hearing notice; on the date of the hearing the employer sent a statement to the Appeals Section indicating that the employer was not going to participate in the hearing. Based on the evidence, the arguments of the claimant, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Did the claimant voluntarily quit for a good cause attributable to the employer?

FINDINGS OF FACT:

The claimant started working for the employer on December 27, 1999. She worked full time as an office worker. Her last day of work was November 22, 2011. She voluntarily quit as of that date.

A new manager had been in charge of the employer's operation since early November 2011. He began to reevaluate the claimant's job, perhaps at least in part because of complaints other employees were making about the claimant behind her back.

The claimant had voluntarily been assisting another employee who had recently been hired to handle warrantees. On or about November 21 the employer had informed the claimant that she would be taking over all of the warrantee work permanently. The claimant felt that this change or addition to her duties was harassment, and decided to quit.

REASONING AND CONCLUSIONS OF LAW:

If the claimant voluntarily quit her employment, she is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer. Iowa Code § 96.5-1. A substantial change in contract of hire is recognized as grounds that are good cause for quitting that is attributable to the employer. 871 IAC 24.26(1). A “contract of hire” is merely the terms of employment agreed to between an employee and an employer, either explicitly or implicitly; for purposes of unemployment insurance benefit eligibility, a formal or written employment agreement is not necessary for a “contract of hire” to exist. See Wiese v. Iowa Dept. of Job Service, 389 N.W.2d 676, 679 (Iowa 1986).

“Good cause attributable to the employer” does not require fault, negligence, wrongdoing or bad faith by the employer, but may be attributable to the employment itself. Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988); Raffety v. Iowa Employment Security Commission, 76 N.W.2d 787 (Iowa 1956). While the employer may have had a good business reason for changing the claimant’s job duties, the change in her duties which was being implemented was a substantial change in the claimant’s contract of hire. Dehmel, supra. Benefits are allowed.

DECISION:

The representative’s December 15, 2011 decision (reference 01) is reversed. The claimant voluntarily quit for good cause attributable to the employer. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/pjs