

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

PAMELA M STILLMAN
Claimant

APPEAL NO. 07A-UI-06002-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

B & N RENTALS
Employer

**OC: 05/20/07 R: 01
Claimant: Respondent (1)**

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

B & N Rentals filed an appeal from a representative's decision dated June 6, 2007, reference 01, which held that no disqualification would be imposed regarding Pamela Stillman's separation from employment. After due notice was issued, a hearing was held by telephone on July 2, 2007. Ms. Stillman participated personally and offered additional testimony from Carol Frederick, Cindy Boge, and Jen Bulfer. The employer participated by Karen Brown, Nancy Wentzel, and Ted Wentzel, Owners.

ISSUE:

At issue in this matter is whether Ms. Stillman was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Stillman was employed by Hometown Convenience Store from April of 2006 until May 18, 2007. She was at all times the full-time manager. As part of her compensation, she received commissions of two percent of inside sales. On May 9, Ms. Stillman was advised that she would no longer receive commissions because of financial difficulties. She notified the employer in writing on May 10 that she would not continue in the employment if she did not continue to receive commissions.

The employer met with Ms. Stillman on May 10 and gave her a check for commissions already earned. She was advised that the employer would expect her to work at least 30 hours as a cashier each week in the future. She had been working as a cashier when needed to fill in for others but was not regularly scheduled to work as a cashier. Ms. Stillman indicated she would consider the new terms. She opted to quit because of the requirement that she devote at least 30 hours each week to working as a cashier. She felt that working 30 hours as a cashier would detract from the time she had available to perform other management duties.

REASONING AND CONCLUSIONS OF LAW:

Ms. Stillman initiated her separation from employment because she did not want to work under changed conditions. She was not discharged but quit the employment. An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Ms. Stillman quit because of a change in her contract of hire. The term "contract of hire" does not require a written agreement between the parties. It refers to the terms and conditions under which employment is offered and accepted. The contract of hire may be changed by mutual agreement or by one party acquiescing to changes unilaterally made by the other.

Ms. Stillman was hired to work as a store manager, not a cashier. As a manager, she knew she might have to fill in for cashiers on occasion as the need arose. As of May 10, the employer required her to work at least 30 hours each week as a cashier. Therefore, she would be working as a cashier during the major portion of her workweek. Since she was not hired as a cashier, the change proposed by the employer on May 10 constituted a change in her contract of hire.

The administrative law judge must determine whether the change proposed by the employer was a substantial change within the meaning of 871 IAC 24.26(1). Ms. Stillman was hired as a manager. The employer's proposed change would require her to work as a cashier for the majority of the time, 30 hours each week. In short, she would spend the majority of her work time performing a lesser position than she was hired to work. Asking a manager to work the majority of her time as a cashier constitutes a substantial modification of job duties. For the reasons cited herein, the administrative law judge concludes that the substantial change in Ms. Stillman's contract of hire provided good cause attributable to the employer for quitting. Accordingly, benefits are allowed.

DECISION:

The representative's decision dated June 6, 2006, reference 01, is hereby affirmed. Ms. Stillman quit her employment for good cause attributable to the employer. Benefits are allowed, provided she satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/pjs