

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JOAN VAN DAMME
Claimant

APPEAL NO: 13A-UI-10375-ET

**ADMINISTRATIVE LAW JUDGE
DECISION**

DES MOINES REGISTER & TRIBUNE
Employer

OC: 08/11/13
Claimant: Respondent (1)

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

The employer filed a timely appeal from the August 30, 2013 reference 01, decision that allowed benefits to the claimant. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on October 7, 2013. The claimant participated in the hearing with Jennifer Wiederien, former Sales Associate for the employer. Theresa Allen, Senior Human Resources Business Partner and Mindy Henderson, Systems Project Manager, participated in the hearing on behalf of the employer.

ISSUE:

The issue is whether the claimant voluntarily left her employment for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time obituary representative for Des Moines Register and Tribune from March 27, 2006 to August 13, 2013. She voluntarily left her position after the employer changed her work duties.

The employer experienced layoffs August 1, 2013, and consequently the claimant was instructed she would now have to do the Milestones, Paw Prints and Sheriff's Foreclosure Notices and be the back-up for the employee who entered the legal notices in the newspaper. The employer instructed her that she would no longer be editing obituaries and the claimant was upset about that because she believed without editing customers were paying for space they inadvertently added, for example, at the end of the obituary, before sending it to the newspaper. Prior to the layoffs, the claimant spent 80 percent of her time on the obituaries but was then told she was only going to be allowed to work on obituaries for approximately one and one-half hours per day.

She was also told she would be taking inbound Classified Ad calls and needed to learn all of the rates for the Classifieds. Another employee tried to train the claimant on inbound Classified calls the week before her separation but there was no method that would allow the claimant to also listen to the calls while the employee trying to train her was receiving them and consequently the training employee told the claimant there was no point in trying to train her that way on that day.

On August 6, 2013, she told the employer the job as recently changed was too much work for one person to do alone. The claimant originally believed the changes were temporary but was subsequently notified August 13, 2013, they were going to be permanent and she told the employer she was resigning her position. The employer knew the claimant would have to be trained and that would take some time. It was trying to determine the best method of training when the claimant quit her job.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left her employment with 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 claimant's job duties were going to change dramatically following the employer layoffs August 1, 2013. Rather than spend 80 percent of her time on obituaries, as she had done throughout her employment, she was only going to be allowed to work one and one-half hours per day on the obituaries and was told she would no longer be editing the obituaries, which she felt was unfair to customers as they would be charged for space accidentally added at the bottom of an obituary and other errors. The employer also added numerous other job duties to the claimant's work day, such as Milestones, Paw Prints and Sheriff's Foreclosure notices. Finally, she was going to be spending much of her time taking inbound calls for the Classified Ad section and would be required to learn a book of rates. The employer had not yet found a satisfactory way of training the claimant for her new duties during the two-week period between the layoffs and the claimant's resignation. While the administrative law judge believes the claimant quit her job prematurely and did not give the employer a fair chance to train her, the new duties were substantially different from the claimant's original duties. Although there were

some similarities between jobs, the differences greatly outweighed the similarities. Inasmuch as the employer was imposing a significant change in the claimant's work duties as compared to her contract of hire, they are considered substantial. Consequently, benefits must be allowed.

DECISION:

The August 30, 2013, reference 01, decision is affirmed. The claimant's separation from employment was attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/pjs