

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

VALERIE K WILSON
Claimant

APPEAL NO. 13A-UI-06061-VST

**ADMINISTRATIVE LAW JUDGE
DECISION**

AMERICAN BAPTIST HOMES OF MIDWEST
Employer

OC: 04/28/13
Claimant: Appellant (2)

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

The claimant filed an appeal from a representative's decision dated May 16, 2013, reference 01, which held that the claimant was not eligible for unemployment insurance benefits. After due notice, a hearing was held on July 24, 2013, by telephone conference call. The claimant participated personally. The employer participated by Brian Murray, program director, and Lynne Sandegren, community administrator. The record consists of the testimony of Valerie Wilson; the testimony of Lynne Sandegren; and the testimony of Brian Murray.

ISSUE:

Whether the claimant voluntarily left for good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony of the witnesses and having considered all of the evidence in the record, makes the following findings of fact:

The employer, which is known as Crest Services, provides residential service to individuals with disabilities. The claimant was hired on March 16, 2012. She was hired to be a member of the consumer support staff. She was a full-time employee. She was earning \$9.40 per hour at the time of the separation of employment. The claimant was also a full-time student and was off work from April 8, 2013, through April 26, 2013. She was supposed to return on May 1, 2013. Before she could return to work she was informed that her prior position had been filled.

The claimant was offered a different job at a Group Home. The claimant told the employer when she was hired that she would not work at the Group Home. The claimant had had a stroke, which left her with residual limitations. She could not safely operate a Hoyer lift. She also could not work with individuals who needed to use an incontinence product. The job that was offered to the claimant would reduce her pay from \$9.40 an hour to \$7.50 per hour. In addition, a portion of the hours she was offered included clients who were known for canceling services. This represented 15 hours of the claimant's potential working time.

The claimant felt that this new job was a “step backward”, which she did not want to take. She submitted her written resignation on May 1, 2013.

REASONING AND CONCLUSIONS OF LAW:

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 is eligible for unemployment insurance benefits. The evidence established that the employer removed the claimant from the specific job that she was working and offered her a new job for less pay and fewer hours. The drop in pay when considering just the hourly rate of pay was almost twenty percent. This is a significant change in the contract of hire. In addition the claimant would have to work on sites that the employer knew she did not want to work. She had made known her preferences at the time of hire and was still hired by the employer. Finally, the number of hours was reduced and the claimant could not count on fifteen of those hours because the clients she would have provided services for were known for cancelling services. The administrative law judge concludes that there was a significant change in the contract of hire made by the employer. Claimant's resignation is therefore deemed to be good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

DECISION:

The decision of the representative dated May 16, 2013, reference 01, is reversed. Unemployment insurance benefits are allowed, provided the claimant is otherwise eligible.

Vicki L. Seeck
Administrative Law Judge

Decision Dated and Mailed

vls/pjs