

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DELORES DORLAND
Claimant

APPEAL NO: 10A-UI-00726-BT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CROSSROADS OF WESTERN IOWA
Employer

OC: 11/29/09
Claimant: Respondent (1)

Iowa Code § 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

Crossroads of Western Iowa (employer) appealed an unemployment insurance decision dated January 6, 2010, reference 01, which held that Delores Dorland (claimant) was eligible for unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on February 8, 2010. The claimant participated in the hearing. The employer participated through Matt Zima, Administrative Director and Jamie Barnum, Site Director. The parties waived formal notice to the separation issues. Consequently, the following issues were included in this hearing: whether the claimant was discharged for work-related misconduct and whether she voluntarily quit with good cause attributable to the employer. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

The issue is whether the claimant's voluntary separation from employment qualifies her to receive unemployment insurance benefits?

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was employed as a part-time lifelong learning coordinator or an adult basic education coordinator from April 18, 1998 through November 13, 2009. She worked in a sheltered workshop for people with disabilities and worked in the same job during her employment there except for a short stint as an employment specialist. The employer eliminated the claimant's job position as of November 15, 2009 due to budget cuts.

The employer offered the claimant two residential positions in a group home or a daycare, which the claimant declined. She was offered the positions of LINKS coach and residential coach. The LINKS coach had the same hours but the hours varied for the residential coach. The claimant was currently earning \$12.40 and the two positions paid less than that but it was not fully determined what the claimant would earn if she accepted the positions. One position required the ability to help assist the lifting of residents and the claimant is unable to lift due to

medical reasons. The claimant testified that she would no longer be teaching if she accepted the new positions.

REASONING AND CONCLUSIONS OF LAW:

The issue is whether the claimant's voluntary separation from employment qualifies her to receive unemployment insurance benefits.

Iowa Code § 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 voluntarily quit her employment on November 13, 2009 due to a change in the contract of hire when her position was eliminated. The law presumes a claimant has left employment with good cause when she quits because of a change in the contract of hire. 871 IAC 24.26(1). A "change in the contract of hire" means a substantial change in the terms or conditions of employment. See Wiese v. Iowa Dept. of Job Service, 389 N.W.2d 676, 679 (Iowa 1986). Generally, a substantial reduction in hours or pay will give an employee good cause for quitting. See Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988). In analyzing such cases, the Iowa Courts look at the impact on the claimant, rather than the employer's motivation. Id. The elimination of the claimant's job and the two jobs she was offered were significantly different so as to constitute a substantial change in the conditions of employment.

The law presumes a claimant has left employment with good cause when she quits because of a change in the contract of hire. 871 IAC 24.26(1). However, in order to show good cause for leaving employment based on a change in the contract of hire, an employee is required to take the reasonable step of informing the employer of the reasons for quitting in order to give the employer an opportunity to address or resolve the complaint. Cobb v. Employment Appeal Board, 506 N.W.2d 445 (Iowa 1993). In the case herein, the claimant's job was eliminated so the employer was unable to accommodate her. The voluntary quit was with good cause attributable to the employer and benefits are allowed.

DECISION:

The unemployment insurance decision dated January 6, 2010, reference 01, is affirmed. The claimant voluntarily quit her employment with good cause attributable to the employer and is qualified to receive unemployment insurance benefits, provided she is otherwise eligible.

Susan D. Ackerman
Administrative Law Judge

Decision Dated and Mailed

sda/css