

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JOLENE M SKINNER
Claimant

APPEAL NO. 13A-UI-01103-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

IOWA PACIFIC PROCESSORS INC
Employer

OC: 12/30/12
Claimant: Respondent (1)

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

Iowa Pacific Processors Inc. filed a timely appeal from a representative's decision dated January 23, 2013, reference 01, which held claimant eligible to receive unemployment insurance benefits. After due notice was provided, a telephone hearing was held on February 28, 2013. The claimant participated personally. The employer participated by Mr. John Lemke, Production Manager and Mr. Andy Pugh, Accountant.

ISSUE:

At issue is whether the claimant left employment with good cause attributable to the employer.

FINDINGS OF FACT:

Having considered the evidence in the record, the administrative law judge finds: Jolene Skinner was employed by Iowa Pacific Processors Inc. from February 21, 2011 until December 31, 2012 when she quit employment. Ms. Skinner was hired as a full-time quality systems manager and was paid by salary. Her immediate supervisor was the company owner, Mike Everett.

Ms. Skinner left her employment with the captioned company after being informed on December 28, 2012 that her pay was to be reduced in half, that her duties as a full-time quality systems manager would remain the same.

The employer had become increasingly dissatisfied with Ms. Skinner's ability to learn her new job position as quality systems manager. However, the claimant had not been officially warned or counseled by her employer that her performance was unsatisfactory. The claimant had received one work evaluation which rated all the claimant's job skills as either satisfactory or above. The claimant at times, however, had been counseled during daily or weekly telephone meetings with the company owner that some areas of her job expertise needed to be improved upon. Ms. Skinner had informed the company owner that she was having difficulty acquiring the additional required information because supervisory personnel at the employer's location were not assisting her.

Ms. Skinner considered the information that had been given to her in the December 28 meeting over the weekend and concluded that she could not continue in employment because her salary was being reduced from \$60,000.00 per year to \$30,000.00 per year although she was required to work the same number of hours and had the same duties. The claimant did not believe that she would be allowed to return to the pay rate agreed upon at the time of hire and concluded because one or more management individuals at the facility were not being helpful to her, that she could not obtain the level of competence expected by the company owner.

It is the employer's position that the claimant was told that if she improved her work performance to the company owner's satisfaction that she would be returned to full pay. No date however was set for the claimant's performance to be reviewed for the purposes of returning the claimant to her original pay.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes that the claimant voluntarily left 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 has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code section 96.6-2. An individual who voluntarily leaves their employment must first give notice to the employer of their reasons for quitting in order to give the employer an opportunity to address or resolve the complaint. Claimants are not required to give notice of an intention to quit due to intolerable, detrimental or unsafe working environments if the employer knew or should have had reasonable knowledge of the condition. Hy-Vee v. EAB, 710 N.W.2d 1 (Iowa 2005).

In the case at hand Ms. Skinner left her employment due to a substantial and unilateral change in the original agreement of hire that was mandated by the employer on December 28, 2012. Although the claimant had not been previously issued any written disciplinary warnings or reprimands and had previously received a satisfactory work evaluation, the employer nonetheless mandated that the claimant's \$60,000.00 per year salary be cut to \$30,000.00 and informed the claimant that all of her duties and obligations would remain the same. Although it

appears that the claimant may not have been informed that her pay might be raised to its original agreed upon amount in the future if she improved her performance, the claimant concluded that she could not meet her employer's expectations because the promised assistance of local managers for her training was not available to the claimant. Ms. Skinner had complained to the company owner in the past that one or more necessary management individuals at the facility were not being responsive to her requests for training or information and that in recent weeks that individual had refused to speak to the claimant at all.

Based upon the evidence in the record the administrative law judge concludes that the employer's unilateral decision to cut the claimant's pay in half was a substantial change in the original agreement of hire. The claimant had been unable to fulfill the employer's expectations because local employees would not work with her to provide training and necessary information and the claimant had not been properly warned prior to December 28, 2012 that her performance was so unacceptable that it might lead to discharge or reduction in her pay. Good cause for leaving employment attributable to the employer has been established. Benefits are allowed providing the claimant is otherwise eligible.

DECISION:

The representative's decision dated January 23, 2013, reference 01, is affirmed. The claimant left employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, providing the claimant is otherwise eligible.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

css/css