

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

**JENNIFER L ROLING**  
Claimant

**P J IOWA LC**  
Employer

**APPEAL 20A-UI-01077-DG-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 01/06/19**  
**Claimant: Respondent (1)**

Iowa Code § 96.5(1) – Voluntary Quitting  
Iowa Admin. Code r. 871-24.26(1) – Voluntary Quitting – Change in Contract of Hire

**STATEMENT OF THE CASE:**

Employer filed an appeal from a decision of a representative dated January 30, 2020, (reference 05) that held claimant eligible for unemployment insurance benefits. After due notice, a hearing was scheduled for and held on March 3, 2020. Claimant participated. Employer participated by Daniel Kindig, Senior Area Manager. Employer's Exhibit 1 was admitted into evidence.

**ISSUE:**

The issue in this matter is whether claimant quit for good cause attributable to employer?

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: Claimant last worked for employer on October 28, 2019. Claimant left employment on that date because employer began making changes to her work schedule that she could not accommodate.

Claimant began working for employer as a full-time team member on October 14, 2019. At the time of hire claimant told employer verbally, and in writing that she was a single mother and she could not work at night. Claimant was told that she would be working mornings, some evenings, and some weekends. Claimant agreed to those terms and confirmed that she would not be scheduled to work late night or early mornings hours.

On October 28, 2019 claimant noticed that her schedule in early November, 2019 included working until 2:00 a.m. Claimant knew she could not work those hours and take care of her responsibilities as a single mother. Claimant had several conversations with her store manager about her responsibilities as a parent. The store manager told claimant that she would not be scheduled to work night time and early morning hours.

Claimant knew that it would be impossible for her to work the hours employer was asking her to work. Claimant informed employer that she was leaving the employment on that October 28, 2019.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant did voluntarily leave the employment with good cause attributable to the employer.

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

Iowa Admin. Code r. 871-24.26(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.

In general, a substantial pay reduction of 25 to 35 percent or a similar reduction of working hours creates good cause attributable to the employer for a resignation. *Dehmel v. Emp't Appeal Bd.*, 433 N.W.2d 700 (Iowa 1988). A notice of an intent to quit had been required by *Cobb v. Emp't Appeal Bd.*, 506 N.W.2d 445, 447-78 (Iowa 1993), *Suluki v. Emp't Appeal Bd.*, 503 N.W.2d 402, 405 (Iowa 1993), and *Swanson v. Emp't Appeal Bd.*, 554 N.W.2d 294, 296 (Iowa Ct. App. 1996). Those cases required an employee to give an employer notice of intent to quit, thus giving the employer an opportunity to cure working conditions. However, in 1995, the Iowa Administrative Code was amended to include an intent-to-quit requirement. The requirement was only added to rule 871-24.26(6)(b), the provision addressing work-related health problems. No intent-to-quit requirement was added to rule 871-24.26(4), the intolerable working conditions provision. Our supreme court concluded that, because the intent-to-quit requirement was added to Iowa Admin. Code r. 871-24.26(6)(b) but not 871-24.26(4), notice of intent to quit is not required for intolerable working conditions. *Hy-Vee, Inc. v. Emp't Appeal Bd.*, 710 N.W.2d 1 (Iowa 2005). A refusal to accept a night shift position at a sanitarium constitutes a good cause quit attributable to the employer when that shift would endanger the claimant's health. *Forrest Park Sanitarium v. Miller*, 333 Iowa 1341, 11 N.W.2d 582 (Iowa 1943).

Since there was no disqualifying basis for the change in claimant's work schedule, the quit because of the change in contract of hire was with good cause attributable to the employer. Claimant informed employer at the time of hire that she was unable to work late night and early morning hours. The employer agreed to those terms. Employer's decision to change claimant's work schedule to include working at night until 2:00 a.m. was unreasonable, and constituted a substantial change to the terms of her employment. Thus the separation was with good cause attributable to the employer. Benefits are allowed.

**DECISION:**

The January 30, 2020, (reference 05) decision is affirmed. The claimant voluntarily left the employment with good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

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Duane L. Golden  
Administrative Law Judge

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Decision Dated and Mailed

dlg/scn