

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JEFFREY J SNYDER
Claimant

APPEAL NO. 10A-UI-09155-MT

**ADMINISTRATIVE LAW JUDGE
DECISION**

WINNEBAGO INDUSTRIES
Employer

OC: 07/26/09
Claimant: Appellant (2)

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated June 22, 2010, reference 02, which held claimant ineligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on August 12, 2010. Claimant participated. Employer participated by Lorna Zrostlik, Personnel Recruiter.

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 having considered all of the evidence in the record, finds: Claimant last worked for employer on September 9, 2010. Claimant worked as a 1650 press floater. Claimant was laid off. Claimant was offered the chance to come back on a new job of fiberglass roller. The new job had different duties and a different shift. Claimant tried the new job for three days and quit because he could not tolerate the fumes on the new job. The job required a respirator. Claimant could not tolerate the respirator due to his claustrophobic condition. Claimant was not informed of the need to wear a respirator for this job prior to the return from layoff.

REASONING AND CONCLUSIONS OF LAW:

The administrative law judge holds that the evidence has established that claimant voluntarily quit for good cause attributable to employer when claimant terminated the employment relationship because of a significant change in the contract of hire. Claimant was offered a different job to get him off of layoff. The job had duties that varied from his old job. Claimant made a good-faith effort to perform the work, to no avail. Claimant could not tolerate the new job. This is a significant change in the contract of hire. If claimant had been called back to his 1650 job, he would still be working today. Claimant should not be punished for trying a new job in an effort to come off of layoff. This is a quit due to a significant change in the contract of hire. Benefits allowed.

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.

DECISION:

The decision of the representative dated June 22, 2010, reference 02, is reversed. Unemployment insurance benefits are allowed, provided claimant is otherwise eligible.

Marlon Mormann
Administrative Law Judge

Decision Dated and Mailed

mdm/kjw