

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**SANTA M HUERTA**  
Claimant

**APPEAL NO. 19A-UI-00863-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TPI IOWA LLC**  
Employer

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

Iowa Code Section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

Santa Huerta filed a timely appeal from the January 23, 2019, reference 01, decision that held she was disqualified for unemployment insurance benefits and that the employer's account would not be charged for benefits, based on the deputy's conclusion that Ms. Huerta voluntarily quit on October 16, 2018 without good cause attributable to the employer. After due notice was issued, a hearing was held on February 13, 2019. Ms. Huerta participated. The employer did not participate. The employer registered a telephone number and named Danielle Williams as the employer's representative for the hearing. However, Ms. Williams was not available at the registered number at the time of the hearing. Spanish-English interpreter Silvia Puccetti of CTS Language Link assisted with the hearing. Exhibit A was received into evidence.

**ISSUE:**

Whether Ms. Huerta's voluntary quit was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Santa Huerta was employed by TPI Iowa, L.L.C. as a full-time production laborer from 2016 until October 16, 2018, when she voluntarily quit. Throughout 2018, Ms. Huerta was assigned to the first shift and her work hours were 7:00 a.m. to 3:00 p.m. Monday through Friday. Ms. Huerta primarily worked in the molding area. In March 2018, the employer commenced intermittently assigning Ms. Huerta to work in other production areas as needed. Ms. Huerta did not like to be assigned to the finishing area of the production plant because she felt she lacked the necessary experience to work in that area of the plant. The employer allowed Ms. Huerta to observe other employees perform the work and to ask questions to familiarize herself with the work. The work in the finishing area paid the same as Ms. Huerta's other work and was no more difficult than Ms. Huerta's other work. Ms. Huerta's work hours remained the same when the employer had her assist in other areas. On October 16, 2018, Ms. Huerta elected to leave the employment, rather than spend a portion of her shift working in the finishing area. Ms. Huerta elected not to return to the employment.

## REASONING AND CONCLUSIONS OF LAW:

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.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 698, 612 (Iowa 1980) and *Peck v. EAB*, 492 N.W.2d 438 (Iowa App. 1992). In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer. See 871 IAC 24.25.

Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See 871 IAC 24.26(4). The test is whether a reasonable person would have quit under the circumstances. See *Aalbers v. Iowa Department of Job Service*, 431 N.W.2d 330 (Iowa 1988) and *O'Brien v. Employment Appeal Bd.*, 494 N.W.2d 660 (1993). Aside from quits based on medical reasons, prior notification of the employer before a resignation for intolerable or detrimental working conditions is not required. See *Hy-Vee v. EAB*, 710 N.W.2d (Iowa 2005).

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.

"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.* An employee acquiesces in a change in the conditions of employment if he or she does not resign in a timely manner. See *Olson v. Employment Appeal Board*, 460 N.W.2d 865 (Iowa Ct. App. 1990).

Iowa Admin. Code r. 871-24.25(27) provides:

Voluntary quit without good cause. In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer from whom the employee has separated. The employer

has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code section 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code section 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

(27) The claimant left rather than perform the assigned work as instructed.

The evidence in the record establishes a voluntary quit without good cause attributable to the employer. The employer's established practice of having Ms. Huerta assist in other areas of the plant, with no change in the difficulty of the work, the wages, or the work hours, was a minor change in the conditions of the employment, not a substantial change. The employer's decision to have Ms. Huerta assist in other areas as needed did not involve intolerable and/or detrimental working conditions that would have prompted a reasonable person to leave the employment. Ms. Huerta elected to leave the employment rather than perform the work as assigned. Ms. Huerta is disqualified for benefits until she has worked in and been paid wages for insured work equal to 10 times her weekly benefit amount. Ms. Huerta must meet all other eligibility requirements. The employer's account shall not be charged for benefits.

**DECISION:**

The January 23, 2019, reference 01, decision is affirmed. The claimant voluntarily quit the employment on October 16, 2018 without good cause attributable to the employer. The claimant is disqualified for benefits until she has worked in and been paid wages for insured work equal to 10 times her weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged for benefits.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/rvs