

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ELMIR ALICIC
Claimant

APPEAL NO. 08A-UI-10968-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

BULLSEYE TRUCKING LC
Employer

**OC: 01/13/08 R: 02
Claimant: Respondent (1)**

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

The employer appealed an unemployment insurance decision dated November 14, 2008, reference 02, that concluded the claimant voluntarily quit employment with good cause attributable to the employer. A telephone hearing was held on December 8, 2008. The parties were properly notified about the hearing. The claimant participated in the hearing. Howard Roth participated in the hearing on behalf of the employer.

ISSUE:

Did the claimant voluntarily quit employment without good cause attributable to the employer?

FINDINGS OF FACT:

The claimant worked full time for the employer from March 2005 to October 7, 2008. He worked as a truck driver until February 2008, when he was hired to perform dispatching duties for the employer for a salary of \$50,000 per year.

In October 2008, the general manager, Howard Roth, decided that he did not need two dispatchers and if the claimant was going to continue in employment, he would have to go back to driving a truck. The claimant declined this change in his position. The employer did not have any dispatching duties for the claimant after October 7, 2008, so his employment ended.

REASONING AND CONCLUSIONS OF LAW:

The issue in this case is whether the claimant voluntarily quit employment without 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 employer substantially changed the terms of the claimant's employment by requiring him to move from a dispatcher position to a truck driving position. An employment agreement need not be in writing and is determined by what the parties agreed to for terms and conditions. The claimant had good cause attributable to the employer to quit his employment.

DECISION:

The unemployment insurance decision dated November 14, 2008, reference 02, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/pjs