

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DOUGLAS L BAKER
Claimant

APPEAL NO. 11A-UI-08373-PT

**ADMINISTRATIVE LAW JUDGE
DECISION**

7G DISTRIBUTING LLC
Employer

OC: 05/22/11
Claimant: Respondent (1)

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Employer filed an appeal from a decision of a representative dated June 17, 2011, reference 01, which held claimant eligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on July 9, 2011. Claimant participated. Employer participated by Molly Mielke, vice president of human resources.

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 was employed with the employer from March 1989 through May 24, 2011. He quit his employment because the employer had substantially increased the number of hours he was required to work per day. The increase began in January 2011. At first, it was only an hour or two per day, but by April the claimant was consistently working up to four hours more per day. At that time, he told his supervisor that he could not keep up this level of work. On his last day, he was assigned a work load that would have required him to work as many as 6 to 8 hours of additional work. He asked for help and was offered help from someone who would require training.

REASONING AND CONCLUSIONS OF LAW:

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.

Claimant left his employment due to a substantial change in his contract of hire with respect to his working hours. He tried to alleviate the need to quit but was unsuccessful. A leaving for this reason is with good cause attributable to the employer. No disqualification is imposed.

DECISION:

The June 17, 2011, reference 01, decision is affirmed. Benefits are allowed, provided claimant is otherwise eligible.

Ron Pohlman
Administrative Law Judge

Decision Dated and Mailed

rrp/kjw