

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

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AMENDED

Appeal Number: 04A-UI-08775-SWT
OC: 07/18/04 R: 12
Claimant: Respondent (1)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

The employer appealed an unemployment insurance decision dated August 5, 2004, reference 01, that concluded he voluntarily quit employment with good cause attributable to the employer. A telephone hearing was held on September 7, 2004. The parties were properly notified about the hearing. The claimant participated in the hearing. Kevin Closer participated in the hearing on behalf of the employer.

FINDINGS OF FACT:

The claimant worked for the employer from November 11, 2003 to July 16, 2004. He began work as a part-time associate in the deli department. He voluntarily quit employment on July 6, 2004 after he was offered and accepted a full-time job with benefits as an associate in the meat department but later found out that the supervisor who offered the job had not

completed the necessary paperwork to change his status to full time. After his supervisor admitted it was his mistake and promised to get the matter resolved, the claimant was told that in order to get the full-time job, he would have to accept a substantial reduction in his rate of pay and the full-time status could not be made retroactively. The claimant complained and indicated he could not accept the change in his pay. His supervisor told him that he was certain he could get management to change the decision to reduce his pay. On July 16, 2004, the claimant's supervisor informed him that management would not reverse the decision to reduce his pay, and if he wanted the job, he would have to accept the pay cut. The claimant told his supervisor that that this was not right and he was going to have to quit. The claimant voluntarily quit employment because he was not allowed to full-time status without a substantial reduction in his pay.

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 claimant had good cause attributable to the employer to quit employment based on a substantial change in his employment agreement. The claimant understood that he was hired full time but through the fault of his supervisor, this did not occur. His supervisor promised to rectify the situation but later told the claimant that he would have to take a pay cut to become full time. When the claimant complained, the supervisor again promised to resolve the complaint but nothing was done to address the issue.

DECISION:

The unemployment insurance decision dated August 5, 2004, reference 01, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

saw/tjc/b