

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**TYLER VANDERLINDEN**  
Claimant

**APPEAL NO. 07A-UI-09863-BT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**WELLS FARGO BANK NA**  
Employer

**OC: 09/09/07 R: 02**  
**Claimant: Respondent (2)**

Section 96.5-1 – Voluntary Quit  
Section 96.3-7 – Overpayment

**STATEMENT OF THE CASE:**

Wells Fargo Bank NA (employer) appealed an unemployment insurance decision dated October 15, 2007, reference 01, which held that Tyler Vander Linden (claimant) was eligible for unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on December 11, 2007. The claimant participated in the hearing. The employer participated through Lisa Meinders, Business System Consultant Manager. Claimant's Exhibits A, B and C were admitted into evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

The issue is whether the claimant's voluntary separation from employment qualifies him to receive unemployment insurance benefits?

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds that: The claimant began full-time employment in May 1999 and was most recently working as a Business Systems Consultant III when he voluntarily quit on September 5, 2007. He had been at a Consultant III level for approximately one year and worked as a Consultant II level for a couple years prior to that. Since approximately July 6, 2007, the claimant had been working a 30-hour workweek and taking ten hours of PTO each week so that he could work on building his house.

Due to the constraints on the market and the transfer levels of loans servicing acquisitions, the employer needed to reduce the number of staff within the department. The claimant was going to be transferred to a new position within the cash department as of September 10, 2007. His salary would remain the same but his title would change from a Consultant III to a Consultant II position. There would be minimal change in his job duties, since the job descriptions for both positions are similar. It was believed the new manager would not allow the claimant to work a 30-hour workweek, since the job needed a full-time employee. The claimant told the employer

the new hours would not work for him. He contends today that he declined the job offer because it was a demotion and would possibly affect his next scheduled pay increase. The employer testified that it was not a demotion because it was due to a redeployment. The employer also indicated that the claimant's future pay increases would not be affected by the move.

The claimant filed a claim for unemployment insurance benefits effective September 9, 2007 and has received benefits after the separation from employment.

### **REASONING AND CONCLUSIONS OF LAW:**

The issue is whether the reasons for the claimant's separation from employment qualify him to receive unemployment insurance benefits. It is the claimant's burden to prove that the voluntary quit was for a good cause that would not disqualify him. Iowa Code § 96.6-2. "Good cause" need not be based on fault or wrongdoing on the part of the employer, but may be attributable to the employment itself. Raffety v. Iowa Employment Security Commission, 76 N.W.2d 787 (Iowa 1956).

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 contends he quit due to a change in his contract of hire. A "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. In the case herein, only the claimant's job title and his department were changing. His salary was the same and the job duties were all within the same job category description. The only other change was that the claimant could no longer work a 30-hour workweek, and that was only a temporary privilege anyway. He told the employer he could not accept the different position due to the change in hours. These changes are not substantial changes in the claimant's contract of hire. Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988). Consequently, the claimant's separation from employment was not with good cause attributable to the employer. Benefits are denied.

Iowa Code section 96.3-7 provides:

7. Recovery of overpayment of benefits. If an individual receives benefits for which the individual is subsequently determined to be ineligible, even though the individual acts in good faith and is not otherwise at fault, the benefits shall be recovered. The department in its discretion may recover the overpayment of benefits either by having a sum equal to the overpayment deducted from any future benefits payable to the individual or by having the individual pay to the department a sum equal to the overpayment.

If the department determines that an overpayment has been made, the charge for the overpayment against the employer's account shall be removed and the account shall be credited with an amount equal to the overpayment from the unemployment compensation trust fund and this credit shall include both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

Because the claimant's separation was disqualifying, benefits were paid to which the claimant was not entitled. Those benefits must be recovered in accordance with the provisions of Iowa law.

**DECISION:**

The unemployment insurance decision dated October 15, 2007, reference 01, is reversed. The claimant voluntarily left work without good cause attributable to the employer. Benefits are withheld until he has worked in and has been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The claimant is overpaid benefits in the amount of \$1,388.00.

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Susan D. Ackerman  
Administrative Law Judge

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Decision Dated and Mailed

sda/kjw