

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

LAURIE BAUERLY
Claimant

APPEAL NO: 13A-UI-12333-BT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**1871 CORPORATION
BUDGET INN MOTEL**
Employer

OC: 03/03/13
Claimant: Appellant (1)

Iowa Code § 96.4-3 - Able and Available for Work

STATEMENT OF THE CASE:

Laurie Bauerly (claimant) appealed an unemployment insurance decision dated October 25, 2013, reference 01, which held that she was not eligible for unemployment insurance benefits because she is working the same hours and wages with Budget Inn Motel (employer) as in her original contract of hire. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on November 25, 2013. The claimant participated in the hearing. The employer participated through owner Ila Narsi.

ISSUE:

The issue is whether the claimant is working the same hours and wages as in her original contract of hire with this employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was hired in May 2008 as a part-time housekeeper with no guarantee of hours. She continues to be employed in that same capacity with no change in her hours other than the usual business demands.

REASONING AND CONCLUSIONS OF LAW:

The issue to be determined is whether the claimant is still employed with the employer for the same hours and wages as contemplated in the original contract of hire.

Where a claimant is still employed in a part-time job at the same hours and wages as contemplated in the original contract for hire and is not working on a reduced workweek basis different from the contract for hire, such claimant cannot be considered partially unemployed. 871 IAC 24.23(26). Contract for hire merely means the established conditions of the employment. See *Wiese v. Iowa Dept. of Job Service*, 389 N.W.2d 676, 679 (Iowa 1986).

The claimant was hired as a part-time housekeeper and continues to be employed in that same capacity. She admitted she was not guaranteed a minimum number of hours but contends that every winter there is a "reduction of hours", which is inaccurate. The claimant works for a motel which experiences normal seasonal fluctuations, especially since it is located in the Midwest. She knew this at the time of hire and nothing has changed since that date.

There has been no separation from her part-time employment and the claimant is currently working for this employer at the same hours and wages as contemplated in her original contract of hire. Benefits are denied.

DECISION:

The unemployment insurance decision dated October 25, 2013, reference 01, is affirmed. The claimant continues to be employed part-time in the same hours and wages as contemplated in the original agreement of hire. Partial unemployment insurance benefits are denied as of September 29, 2013.

Susan D. Ackerman
Administrative Law Judge

Decision Dated and Mailed

sda/pjs