

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CARLOS A SANCHEZ**  
Claimant

**APPEAL NO. 08A-UI-10339-LT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TYSON FRESH MEATS INC**  
Employer

**OC: 08/24/08 R: 01**  
**Claimant: Respondent (1)**

Iowa Code § 96.5(1) – Voluntary Leaving  
871 IAC 24.26(1) – Voluntary Leaving – Change in Contract of Hire

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the October 22, 2008, reference 01, decision that allowed benefits. After due notice was issued, a telephone conference hearing was held on November 19, 2008. Claimant participated. Employer participated through Will Sager.

**ISSUE:**

The issue is whether claimant quit the employment without good cause attributable to the employer.

**FINDINGS OF FACT:**

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: Claimant was hired as a full-time fork lift operator and worked from October 31, 2006 until August 10, 2008 when he quit. Employer eliminated his job because of reorganization in early August that resulted in fewer fork lift driver jobs. He has worked on first shift for over a year but employer intended to move him to a different job on third shift or a lower paying job stacking boxes on first shift. The reduction in pay would range up to one dollar per hour.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant did voluntarily leave the employment with good cause attributable to the employer.

Iowa Code § 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.

In general, a substantial pay reduction of 25 to 35 percent or a similar reduction of working hours creates good cause attributable to the employer for a resignation. *Dehmel v. EAB*, 433 N.W.2d 700 (Iowa 1988). A claimant is not generally required to give notice of his intention to quit due to an intolerable, detrimental or unsafe working environment if employer had or should have had reasonable knowledge of the condition. *Hy-Vee, Inc. v. Employment Appeal Bd.*, 710 N.W.2d 1 (Iowa 2005).

While there would not have been a 25 percent reduction in pay, claimant would have had to either change shifts or accept a reduction in pay in addition to a change of job duties. Those factors in combination support claimant's decision to quit because of a substantial change in the terms of employment. Benefits are allowed.

**DECISION:**

The October 22, 2008, reference 01, decision is affirmed. The claimant voluntarily left his employment with good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

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Dévon M. Lewis  
Administrative Law Judge

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Decision Dated and Mailed

dml/pjs