

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

BRANDY DOUGLASS
134 RACHAEL STREET
WATERLOO IA 50701

LEE PUBLICATIONS INC
215 NORTH MAIN STREET
DAVENPORT IA 52801

Appeal Number: 04A-UI-03909-ET
OC 02-29-04 R 03
Claimant: Appellant (2)

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, 2nd 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 Leaving

STATEMENT OF THE CASE:

The claimant filed a timely appeal from a decision dated March 30, 2004, reference 02, that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on July 14, 2004. The claimant participated in the hearing. The employer did not respond to the hearing notice and did not participate in the hearing. Claimant's Exhibit A was admitted into evidence.

FINDINGS OF FACT:

Having heard the testimony and having examined the evidence in the record, the administrative law judge finds: The claimant was employed with Lee Publications from August 15, 1996 to March 1, 2004. She became a full-time office manager in August 2003. On February 27, 2004,

the employer notified the claimant that due to budgetary issues it could only offer her 25 hours per week rather than the 40 she had been working. It also stated her job title would be changed from office manager to office representative. The claimant asked the employer if she could make up the hours in the Waterloo office but was told she could not. The claimant estimates she made \$250.00 per week as a full-time employee but would make \$100.00 after the change, in part because of the high cost of health insurance benefits for a part-time employee. On March 1, 2004, the claimant told the employer she could not accept the change in hours and was leaving her job.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left her employment with 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 employer cut the claimant's hours from 40 to 25. Not only would the claimant's wages have been significantly decreased but her portion of health insurance benefits would have significantly increased. Inasmuch as the claimant would suffer a considerable financial loss, the change of the original terms of hire is considered substantial. Benefits are allowed.

DECISION:

The March 30, 2004, reference 02, decision is reversed. The claimant voluntarily left employment with good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

je/s