

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DAVID W KREUTER
Claimant

APPEAL NO. 11A-UI-07758-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CLEARY BUILDING CORP
Employer

**OC: 05/15/11
Claimant: Respondent (1)**

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated July 18, 2011, reference 01, that concluded she was discharged for work-connected misconduct. A telephone hearing was held on July 11, 2011. The parties were properly notified about the hearing. The claimant participated in the hearing with a witness, Jay Sandry. Kendall Bailey participated in the hearing on behalf of the employer with witnesses Dan Berdahl, Doug Brooks, Lee Shepard, and Pete Read. Exhibits A and One were admitted into evidence at the hearing.

ISSUE:

Did the claimant voluntarily quit employment without good cause attributable to the employer?

FINDINGS OF FACT:

The claimant worked full-time for the employer as a building sales specialist from May 10, 2010, to May 16, 2011. When he was hired, he was informed that he was employed to sell post frame building products in an assigned geographic territory. Sales specialists were to receive credit for the sale of any building in their territory. Any deviations from the policy required prior written approval from sales management.

The claimant voluntarily quit on May 16, 2011, after discovering several instances where a sales specialist had violated the claimant's contractual right to an exclusive territory. The claimant attempted to resolve the matter with management but was never given full sales credits on these transactions, so he quit.

REASONING AND CONCLUSIONS OF LAW:

The unemployment insurance law disqualifies claimants who voluntarily quit employment without good cause attributable to the employer. Iowa Code § 96.5-1.

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 voluntarily quit employment with good cause attributable to the employer. The employer breached the employment agreement by not giving the claimant full credit for sales made in his exclusive territory.

DECISION:

The unemployment insurance decision dated July 18, 2011, reference 01, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/kjw