

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

JULIE A RHINER
Claimant

REMBRANDT ENTERPRISES INC
Employer

APPEAL NO. 14A-UI-09119-B2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 07/27/14
Claimant: Appellant (2)**

Iowa Code § 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated August 20, 2014, reference 01, which held claimant ineligible for unemployment insurance benefits. After due notice, a hearing was scheduled for and held on September 23, 2014. Claimant participated.

ISSUE:

The issue in this matter is whether claimant quit for good cause attributable to employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: As claimant was the only participant in the hearing, all findings of fact were gleaned from claimant's testimony. Claimant last worked for employer on July 25, 2014. Claimant's job had recently been changed to a job with less hours and a lower salary. Claimant's work product had not dictated a job change. Claimant had been hired as a full-time employee, but was suddenly receiving 25 percent less hours, and less hourly pay. Claimant resigned her job in response to the undeserved reduction in hours and pay.

REASONING AND CONCLUSIONS OF LAW:

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.

Iowa Admin. Code r. 871-24.26(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 administrative law judge holds that the evidence has established that claimant voluntarily quit for good cause attributable to employer when claimant terminated the employment relationship because employer changed the contract for hire. Employer has shown no valid reasons for changing the contract, but acted to reduce claimant's hours and wages to such an extent that claimant was earning only 75 percent of her previous biweekly earnings. This constitutes good cause for quitting attributable to employer.

DECISION:

The decision of the representative dated August 20, 2014, reference 01, is reversed. Unemployment insurance benefits are allowed provided claimant is otherwise eligible.

Blair A. Bennett
Administrative Law Judge

Decision Dated and Mailed

bab/css