

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RICHARD PLUEGER
Claimant

APPEAL NO. 07A-UI-09659-BT

**ADMINISTRATIVE LAW JUDGE
DECISION**

DAKOTALAND AUTOGLASS INC
Employer

**OC: 07/08/07 R: 01
Claimant: Appellant (2)**

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Richard Plueger (claimant) appealed an unemployment insurance decision dated October 11, 2007, reference 05, which held that he was not eligible for unemployment insurance benefits because he voluntarily quit his employment with Dakotaland Autoglass, Inc. (employer) without good cause attributable to the employer. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on October 30, 2007. The claimant participated in the hearing. The employer participated through Dave Riley, Manager. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

The issue is whether the claimant's voluntary separation from employment qualifies him to receive unemployment insurance benefits.

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 employed as delivery driver from November 9, 2006 through September 20, 2007 when he voluntarily quit. He sustained a work-related medical injury in July 2007 and was taken off work by his treating physician. Prior to that, the claimant was working five days a week with approximately 32 hours. He was released without restrictions and returned to work on September 17, 2007. Manager Dave Riley informed the claimant on September 20, 2007 that his hours were getting cut back to two days a week due to business needs. The claimant quit due to a change in the contract of hire.

REASONING AND CONCLUSIONS OF LAW:

The issue is whether the claimant's voluntary separation from employment qualifies him to receive unemployment insurance benefits. He is not qualified to receive unemployment insurance benefits if he voluntarily quit without good cause attributable to the employer. Iowa Code § 96.5-1.

The claimant quit his employment due to a change in the contract of hire. "Change in the contract of hire" means a substantial change in the terms or conditions of employment. See Wiese v. Iowa Dept. of Job Service, 389 N.W.2d 676, 679 (Iowa 1986). A contract of hire need not be an explicit written contract but can be established by schedule, custom or otherwise. The claimant may have been hired for two days a week but the facts show that he had been working five days per week prior to his work-related medical leave. The law presumes a claimant has left employment with good cause when he quits because of a change in the contract of hire. 871 IAC 24.26(1). Generally, a substantial reduction in hours or pay will give an employee good cause for quitting. See Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988).

It is the claimant's burden to prove that the voluntary quit was for a good cause that would not disqualify him. Iowa Code § 96.6-2. He has satisfied that burden and benefits are allowed.

DECISION:

The unemployment insurance decision dated October 11, 2007, reference 05, is reversed. The claimant voluntarily quit his employment with good cause attributable to the employer and is qualified to receive unemployment insurance benefits, provided he is otherwise eligible.

Susan D. Ackerman
Administrative Law Judge

Decision Dated and Mailed

sda/css