

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RITA VAN VEEN
Claimant

APPEAL NO: 11A-UI-11118-BT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ALTOONA SMILES PC
Employer

OC: 10/10/10
Claimant: Respondent (1)

Iowa Code § 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

Altoona Smiles, PC (employer) appealed an unemployment insurance decision dated August 16, 2011, reference 06, which held that Rita Van Veen (claimant) was eligible for unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on September 16, 2011. The claimant participated in the hearing. The employer participated through owner Eric Vorsberg. 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 her 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 a full-time dental receptionist from February 1, 2011 through August 4, 2011. She was hired for approximately 35 hours per week and voluntarily quit her employment due to a change in the contract of hire. The employer reduced the claimant's schedule to 13 hours per week due to "low production" even though no formal warnings were issued to her.

The claimant was hired to work Mondays through Thursdays from 8:00 a.m. to 5:00 p.m. The employer changed her hours to a full day on Mondays and a half day on Thursdays. He eventually offered for her to work on Fridays but she was not able to do that. The employer also wanted the claimant to review six hour training CDs at home to learn how to properly floss so she could inform patients. The claimant would not get paid for this time unless she subsequently passed a "test" to be given on an unknown date. The employer testified the claimant could have listened to the CDs at work if she had time.

REASONING AND CONCLUSIONS OF LAW:

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

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.

The claimant resigned August 4, 2011 due to a change in the contract of hire. A "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). 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). In analyzing such cases, the Iowa Courts look at the impact on the claimant, rather than the employer's motivation. *Id.*

The law presumes a claimant has left employment with good cause when she quits because of a change in the contract of hire. 871 IAC 24.26(1). In the case herein, the employer changed the claimant's work hours due to what the owner called "low performance" even though no warnings were issued to her. The change in hours constitutes a change in the contract of hire and the claimant's separation was with good cause attributable to the employer. Benefits are therefore allowed.

DECISION:

The unemployment insurance decision dated August 16, 2011, reference 06, is affirmed. The claimant voluntarily quit her employment with good cause attributable to the employer and is qualified to receive unemployment insurance benefits, provided she is otherwise eligible.

Susan D. Ackerman
Administrative Law Judge

Decision Dated and Mailed

sda/css