

our conclusion of a substantial change in the contract of hire that was not acquiesced in. "Awarding benefits when there is a substantial pay reduction is consistent with the remedial nature of this legislation, even when the reduction was due to poor economic conditions." *Dehmel* at 703. Thus even if the Employer were solely motivated by economic conditions still we would allow benefits under *Dehmel*.

Finally, we note for the edification of the parties, that "[a] finding of fact or law, judgment, conclusion, or final order made pursuant to this section by an employee or representative of the department, administrative law judge, or the employment appeal board, is binding only upon the parties to proceedings brought under this chapter, and is not binding upon any other proceedings or action involving the same facts brought by the same or related parties before the division of labor services, division of workers' compensation, other state agency, arbitrator, court, or judge of this state or the United States." Iowa Code §96.6(4)(emphasis added). This provision makes clear that unemployment findings and conclusions are only binding on unemployment issues, and have no effect otherwise. See also Iowa Code §96.11(6)(b)(3)("Information obtained from an employing unit or individual in the course of administering this chapter and an initial determination made by a representative of the department under section 96.6, subsection 2, as to benefit rights of an individual shall not be used in any action or proceeding, except in a contested case proceeding or judicial review under chapter 17A...).

Ashley R. Koopmans

James M. Strohman

DISSENTING OPINION OF KIM D SCHMETT:

I respectfully dissent from the majority decision of the Employment Appeal Board. After careful review of the record, I would reverse the decision of the administrative law judge. I find that the Employer did not retaliate against the Claimant, and that the Claimant quit in order to take another job, not over the temporary cut in hours. If the Claimant did in fact work full-time for the new employer after her quit then perhaps she could collect benefits under Iowa Code §96.5(1)(a), but even if that were so this Employer would not be charged.

Kim D. Schmett

RRA/fnv