

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DONALD R RICHARDSON
Claimant

APPEAL NO. 08A-UI-10218-H2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER OF IOWA INC
Employer

OC: 03-23-08 R: 02
Claimant: Appellant (2)

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the October 27, 2008, reference 04, decision that denied benefits. After due notice was issued, a hearing was held on October 27, 2008. The claimant did participate. The employer did participate through Reagen Petterson.

ISSUE:

Did the claimant voluntarily quit his employment with good cause attributable to the employer?

FINDINGS OF FACT:

Having reviewed the testimony and all of the evidence in the record, the administrative law judge finds: Claimant was last assigned to work as a meter reader full time beginning on April 16, 2008 through August 8, 2008 when he voluntarily quit his employment. The claimant quit because his hours were cut and because he could not afford the cost of gasoline. While the claimant was not guaranteed any number of hours, his hours were reduced when the assignment no longer had full-time hours to offer him.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant did voluntarily leave the employment with good cause attributable to the employer.

Iowa Code section 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.

In general, a substantial pay reduction of 25 to 35 percent or a similar reduction of working hours creates good cause attributable to the employer for a resignation. *Dehmel v. EAB*, 433 N.W.2d 700 (Iowa 1988).

Inasmuch as the claimant would suffer a substantial reduction in his hours of work, the change of the original terms of hire is considered substantial. The claimant's hours were cut back to the point where he could not afford to work only a few hours per day. Benefits are allowed.

DECISION:

The October 27, 2008, reference 04, decision is reversed. The claimant voluntarily left employment with good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

Teresa K. Hillary
Administrative Law Judge

Decision Dated and Mailed

tkh/pjs