

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

HOLLIE E JEPPELSON
Claimant

APPEAL NO. 10A-UI-02614-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

JENSEN'S BRIDGEWAY
Employer

**OC: 01/10/10
Claimant: Respondent (1)**

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Jensen's Bridgeway filed an appeal from a representative's decision dated February 8, 2010, reference 01, which held that no disqualification would be imposed regarding Hollie Jepperson's separation from employment. After due notice was issued, a hearing was held by telephone on March 31, 2010. Ms. Jepperson participated personally. The employer participated by Cindy Jensen, Owner.

ISSUE:

At issue in this matter is whether Ms. Jepperson was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Jepperson began working for Jensen's Bridgeway in November of 2007. She was initially hired to fill in on nights as a clerk. In the spring of 2008, she became a regular employee and worked approximately 29 hours each week. On January 10, 2009, she was notified that her hours were being reduced, at least until the summer. The change was to be effective immediately and she would have only been working 19 hours each week. Ms. Jepperson said she would consider the matter. Two other employees had their hours cut by three hours each week.

After Ms. Jepperson left work for the day on January 10, her husband called the owner and told her to take his wife off the schedule. Ms. Jepperson was in the store the morning of January 11 and was asked if she planned to report for her scheduled hours that afternoon. She indicated that she would not be coming in. The reduction in hours was the sole reason for the separation.

REASONING AND CONCLUSIONS OF LAW:

An individual who leaves employment voluntarily is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Ms. Jepperson left her employment because of a change in the contract of hire.

The term "contract of hire" does not require a written agreement between the parties. It refers to the terms and conditions under which employment is offered and accepted. It may be changed by agreement of the parties or by one party acquiescing to changes unilaterally made by the other.

As of January 10, 2010, Ms. Jepperson's contract of hire called for her to work at least 28 hours each week. The employer, on its own, decided to reduce her to 19 hours per week. In effect, her hours were to be cut by almost one-third. The administrative law judge considers this a substantial change. Although she may have received more hours during the summer of 2010, if and when those hours might materialize was purely speculative as of January 10. The fact remains she would have had to work with the reduced hours, and less income, for approximately six months before she might see an increase.

The administrative law judge concludes that Ms. Jepperson quit her employment due to a substantial change in her contract of hire as contemplated by 871 IAC 24.26(1). As such, her separation was attributable to the employer and benefits are allowed.

DECISION:

The representative's decision dated February 8, 2010, reference 01, is hereby affirmed. Ms. Jepperson voluntarily quit her employment with Jensen's Bridgeway for good cause attributable to the employer. Benefits are allowed, provided she is otherwise eligible.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/css