

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JAMES CURRAN**  
Claimant

**APPEAL NO. 06A-UI-10957-BT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**O'REILLY AUTOMOTIVE INC**  
Employer

**OC: 10/08/06 R: 02**  
**Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Quit

**STATEMENT OF THE CASE:**

O'Reilly Automotive, Inc. (employer) appealed an unemployment insurance decision dated November 6, 2006, reference 01, which held that James Curran (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 November 30, 2006. The claimant participated in the hearing. The employer participated through Rene Delarosa, Store Manager. Employer's Exhibits One and Two were admitted into evidence. 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 a part-time delivery driver from May 14, 2003 through September 22, 2006. He has functional limitations due to osteoarthritis affecting both knees and he had this diagnosis at the time of hire. As a result, the claimant indicated on his employment application that he could only work part-time, Mondays through Fridays from 8:00 a.m. to 12:00 p.m. He was hired on that basis and worked over one year following that schedule. The employer lost another driver and needed the claimant to alter his hours. He worked from 9:00 a.m. to 1:00 p.m. and then from 10:00 a.m. to 2:00 p.m. The employer needed the claimant to work 12:00 p.m. to 4:00 p.m. and the claimant stated he could only work those hours temporarily because he had problems with his knees at the end of the day. He finally quit when the employer wanted him to work 2:00 p.m. to 6:00 p.m.

**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 due to a change in the contract of hire. 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). "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 claimant was hired with the knowledge that he had physical limitations and cannot now ignore those limitations.

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 November 6, 2006, reference 01, is affirmed. 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.

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Susan D. Ackerman  
Administrative Law Judge

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Decision Dated and Mailed

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