

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**LISA M RAMIREZ**

Claimant

**APPEAL NO. 08A-UI-09389-MT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**DECKER TRUCK LINE INC**

Employer

**OC: 09/14/08 R: 04  
Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Quit  
Section 96.3-7 – Recovery of Overpayment of Benefits

**STATEMENT OF THE CASE:**

Employer filed an appeal from a decision of a representative dated October 9, 2008, reference 02, which held claimant eligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on October 29, 2008. Claimant participated. Employer participated by John Fatino, Attorney at Law with witnesses Chuck Harman, Terminal Manager; Ernie Epperson, Recruiter and Sandy Loney, Director of Human Resources. Exhibits One was admitted into evidence.

**ISSUES:**

The issues in this matter are whether the claimant quit for good cause attributable to the employer and whether claimant is overpaid unemployment insurance benefits.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: Claimant last worked for employer on September 17, 2008. Claimant quit because her hours were cut. Claimant had been working 25 hours a week since she started work. Employer informed claimant her hours would be cut to 20 hours a week effective September 17, 2008 due to lack of work. Claimant quit due to the change in work hours.

Claimant also quit due to a personality conflict with her supervisor. Claimant did not like the way the supervisor talked to her and issued orders. The supervisor was stern but not loud, angry or profane.

**REASONING AND CONCLUSIONS OF LAW:**

The administrative law judge holds that the evidence has established that claimant voluntarily quit for good cause attributable to the employer when claimant terminated the employment relationship because of a change in the contract of hire. The unilateral reduction in work hours is a breach in the contract of hire. Claimant had the right to expect 25 hours a week since she

received such hours from the start. The reduction is a breach in the contract of hire. Benefits allowed.

Quitting due to a conflict with a supervisor is not good cause. The supervisor did not act in an inappropriate manner. However claimant need only establish one reason for a quit that is cause attributable to employer for the grant of benefits.

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.

**DECISION:**

The decision of the representative dated October 9, 2008, reference 02, is affirmed. Unemployment insurance benefits are allowed, provided claimant is otherwise eligible.

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Marlon Mormann  
Administrative Law Judge

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Decision Dated and Mailed

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