

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

TIANA L NAGUINA
Claimant

APPEAL NO. 14A-UI-12206-S2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**MCKENZIE CHECK ADVANCE OF
IOWA LLC**
Employer

**OC: 10/26/14
Claimant: Respondent (1)**

871 IAC 24.26(1) – Voluntary Leaving – Change in Contract of Hire

STATEMENT OF THE CASE:

McKenzie Check Advance of Iowa (employer) appealed a representative's November 17, 2014, decision (reference 01) that concluded Tiana Naguina (claimant) was eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was scheduled for December 15, 2014. The claimant participated personally. The employer participated by Angelyn Lander, Divisional Director of Operations. The employer offered and Exhibit One was received into evidence.

ISSUE:

The issue is whether the claimant was separated from employment for any disqualifying reason.

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 hired on January 14, 2014, as a full-time assistant manager. The claimant signed for receipt of the employer's handbook on January 14, 2014. The claimant regularly traveled ten miles between two stores in Davenport and Bettendorf, Iowa. She used her own car and the company did not reimburse her for mileage or gas. It did not pay her for the drive time.

The employer informed the claimant her position was no longer available as of November 1, 2014. She could become a part-time floating assistant manager traveling 60 miles away. She would have to use her own car. The employer would not pay her for the cost of her mileage or fuel. She would not be paid for the time it took her to drive. She would be working three days per week. The claimant told the employer she had problems with the traveling 120 miles a day with the provisions the company allowed. The employer did not have any other jobs available for the claimant. The employer told the claimant that if she quit, the employer would notify her of any openings. The claimant submitted her written resignation on October 18, 2014.

The claimant filed for unemployment insurance benefits with an effective date of October 26, 2014. The employer participated personally at the fact-finding interview on November 14, 2014, by Angelyn Lander.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes the claimant voluntarily quit work with good cause attributable to the employer.

Iowa Admin. Code r. 871-24.26(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.

A 25 percent to 35 percent reduction in working hours is, as a matter of law, a substantial change in the contract of hire. A substantial pay reduction creates good cause attributable to the employer for a resignation. Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988). An employee must give prior notice to the employer before quitting due to a change in the contract of hire. Cobb v. Employment Appeal Board, 506 N.W.2d 445 (Iowa 1993). The claimant quit work because the employer changed the hours and the days she worked, assigned her more miles to travel without remuneration. The employer substantially changed the claimant's contract for hire and, therefore, the separation was not voluntary. The claimant is qualified to receive unemployment insurance benefits, provided she is otherwise eligible.

DECISION:

The representative's November 17, 2014, decision (reference 01) is affirmed. The claimant voluntarily quit with good cause attributable to the employer. The claimant is eligible to receive unemployment insurance benefits.

Beth A. Scheetz
Administrative Law Judge

Decision Dated and Mailed

bas/pjs