

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

LEANN R CHAMBLISS
102 E 1ST ST
PO BOX 1208
WILTON IA 52778

L A LEASING INC
SEDONA STAFFING
612 VALLEY DR
MOLINE IL 61265

Appeal Number: 04A-UI-02062-SWT
OC 07/06/03 R 04
Claimant: Appellant (2)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated February 17, 2004, reference 08, that concluded she voluntarily quit employment without good cause attributable to the employer. A telephone hearing was held on March 16, 2004. The parties were properly notified about the hearing. The claimant participated in the hearing. No one participated in the hearing on behalf of the employer.

FINDINGS OF FACT:

The employer is a staffing service that provides workers to client businesses on a temporary or indefinite basis. The claimant worked on an assignment at United Business Solutions from November 21, 2003 to January 12, 2004. When the claimant was offered the assignment, the branch manager informed her that the job paid \$10.00 per hour for 32 hours of work per week and United Business Solution would be hiring her after 30 days. After the claimant had

accepted the assignment, the branch manager informed her that the starting rate of pay had been changed to \$8.00 per hour but she would receive a raise to \$10.00 after 30 days.

The claimant voluntarily quit working at United Business Solutions on January 12, 2004, because she did not received the promised raise and was not hired by United Business Solutions after 30 days, she witnessed sexual harassment of a coworker by the president of United Business Solutions on several occasions, and her hours were reduced from 32 to 20 hours for the week of January 12, 2004.

The claimant complained to the branch manager about not receiving the raise that he promised and informed the branch manager that she would not be able to continue working at \$8.00 per hour. A coworker, who was hired when the claimant was, also complained and received the raise retroactive to December 22. The claimant did not receive the raise and the branch manager blamed United Business Solutions. She also complained to the employer about the sexual harassment she witnessed, but nothing was done to remedy the problem, other than telling the claimant that they would try to find her another assignment. Finally, the claimant viewed the schedule for January 12 and discovered the reduction in her hours. She confronted the president of United Business Solutions and was informed that the reduction was not that great and would only be temporary. The claimant informed him that she could not work with the reduction in her hours but nothing was done to resolve her complaints. She reported what had happened to the branch manager, and her told her that they would find another assignment for her, but no assignment was immediately offered to her.

REASONING AND CONCLUSIONS OF LAW:

The issue in this case is whether the claimant voluntarily quit employment without 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.

871 IAC 24.26(4) 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:

(4) The claimant left due to intolerable or detrimental working conditions.

Good cause attributable to the employer to quit employment has been proven in this case. The employer breached the hiring agreement and the claimant was subjected to intolerable working conditions. The claimant complained and informed the employer that she would not be able to work with the hours and wage rate she was receiving and under the working conditions she was subjected to, but no effective action was taken to resolve the problems.

DECISION:

The unemployment insurance decision dated February 17, 2004, reference 08, is reversed. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

saw/kjf