

**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**

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**GUADALUPE MCCARNEY  
INTERPRETER  
4316 GRAND AVE #7  
DES MOINES IA 50312**

**Appeal Number: 04A-UI-11794-MT  
OC: 12/14/03 R: 12  
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, 4<sup>th</sup> 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.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated October 12, 2004, reference 06, which held claimant ineligible for unemployment. After due notice, a telephone conference hearing was scheduled for and held on November 18, 2004. Claimant participated personally. Employer participated by Sarah Anderson, Project Coordinator.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: Claimant, on September 22, 2004, refused a job with this employer because he could not get to work. Claimant used a bus line for transportation. The job was outside the

bus line that runs within the Des Moines metropolitan area. Claimant had always relied on bus service for work with no prior issues. The temporary job claimant had been working had not let him work for about two days a week for the last two weeks. Claimant had no change in employment-related transportation status.

REASONING AND CONCLUSIONS OF LAW:

The issue in this matter is whether claimant quit for good cause attributable to employer. The administrative law judge holds that the evidence has established that claimant voluntarily quit for good cause attributable to employer when claimant terminated the employment relationship because he was not getting a full workweek. The last offer of work was not within the Des Moines metropolitan area and, as such not, comparable to employment offered in the past. As such, claimant was not unduly limited in his transportation. This is a quit for good cause as employer did not provide full-time employment or employment within claimant's home area.

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.

Claimant had no change in the ability to go to and from work. This is not a significant impediment on his ability to work. Using the bus line is reasonable in a metropolitan area. Benefits shall be allowed effective September 22, 2004.

DECISION:

The decision of the representative dated October 12 2004, reference 06 is reversed. Claimant is eligible to receive unemployment insurance benefits, effective September 22, 2004, provided claimant meets all other eligibility requirements.

mdm\b