

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

LORI A CAIN
Claimant

APPEAL NO. 09A-UI-01173-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CARE INITIATIVES
Employer

OC: 11/30/08 R: 12
Claimant: Appellant (1)

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated January 22, 2009, reference 01, that concluded she voluntarily quit employment without good cause attributable to the employer. A telephone hearing was held on February 10, 2009. The parties were properly notified about the hearing. The claimant participated in the hearing. Jennifer Coe participated in the hearing on behalf of the employer with witnesses, Cheryl Cooley and Jim Keldgord.

ISSUE:

Did the claimant voluntarily quit employment without good cause attributable to the employer?

FINDINGS OF FACT:

The claimant worked full time for the employer as a cook from January 12, 2002, to September 10, 2008. The claimant had been scheduled 30 to 35 hours per week but in the summer of 2008, due to a reduction in the number of residents she was being scheduled for 28 hours per week.

The claimant voluntarily quit employment with notice to the employer. Her notice dated August 25, 2008, stated she was quitting to relocate. She quit because she was dissatisfied with her hours and wanted to move to Oregon where her parents lived because her husband is ill and she felt her parents could help them.

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 that claimant leaves employment with good cause attributable to the employer based on an employer's "willful breach of contract of hire." The rule states 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.

The claimant testified that during the time she was employed with the employer she was scheduled between 30 and 35 hours per week. I conclude the change in work hours to 28 hours per week was not a substantial change. While the claimant's desire to move to Oregon to be closer to family is understandable, it does not meet the standard of good cause to leave employment.

DECISION:

The unemployment insurance decision dated January 22, 2009, reference 01, is affirmed. The claimant is disqualified from receiving unemployment insurance benefits until she has been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/css