

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MANDI S JOHNSTON
Claimant

APPEAL NO. 11A-UI-03080-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

DOLGENCORP LLC
DOLLAR GENERAL
Employer

OC: 12/26/10
Claimant: Appellant (1)

Section 96.5(1) – Quit

STATEMENT OF THE CASE:

The claimant, Mandi Johnston, filed an appeal from a decision dated March 3, 2011, reference 02. The decision disqualified her from receiving unemployment benefits. After due notice was issued, a hearing was held by telephone conference call on April 6, 2011. The claimant participated on her own behalf. The employer, Dollar General, did not provide a telephone number where a witness could be contacted and did not participate.

ISSUE:

The issue is whether the claimant quit work with good cause attributable to the employer.

FINDINGS OF FACT:

Mandi Johnston was employed by Dollar General from May until November 13, 2010 as a part-time sales person. At the time of hire, Manager Vicki Harrison said she would schedule the claimant for as many hours “as she could” and it would “probably be around 20 hours per week.” There was no guarantee of a minimum number of hours per week.

The employer hired more staff and the claimant’s hours were cut to nine per week. Ms. Johnston has children and is going to school, so the number of hours she was available to be scheduled was limited.

On November 13, 2010, the claimant notified Assistant Manager Michelle Strong she was quitting because she was not getting enough hours.

REASONING AND CONCLUSIONS OF LAW:

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.

The claimant quit because she was not working as many hours as she would have liked. The record establishes she was not guaranteed any certain minimum number of hours per week, only that the manager would schedule her for as many hours as she could. Although Ms. Johnston's hours may have been reduced with the hiring of other employees, this does not constitute a change in the contract of hire. This was a voluntary resignation without good cause attributable to the employer and benefits are denied.

DECISION:

The representative's decision of March 3, 2011, reference 02, is affirmed. Mandi Johnston is disqualified and benefits are withheld until she has earned ten times her weekly benefit amount, provided she is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/kjw