

**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**

**Appeal Number: 06A-UI-04662-LT
OC: 04-02-06 R: 01
Claimant: Appellant (2)**

**KRISTIN R LANE
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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)

Iowa Code § 96.5(1) – Voluntary Leaving
871 IAC §24.26(1) – Voluntary Leaving – Change in Contract of Hire

STATEMENT OF THE CASE:

Claimant filed a timely appeal from the April 20, 2006, reference 01, decision that denied benefits. After due notice was issued, a hearing was held on May 17, 2006. Claimant participated. Employer participated through Patty Schiff. Claimant's Exhibit A was received.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed as a part-time (24 hours per week, eight hours on Saturday, Wednesday, and Thursday on the 3 p.m. to 11 p.m. shift) desk clerk August 8, 2005 through March 16, 2006 when she quit. Her last day of work was March 8, 2006.

Patty Schiff manager told her on March 8 not to work March 9 or 10 because something had come up but did not tell her the reason why. Claimant said she did not mind having the 10th off from work to take her mother to the doctor but it was a morning appointment and she would be able to report to work as scheduled at 3 p.m. so could have worked both March 9 and 10. The owners were in town and claimant complained on March 10. The owners said they would get back to her within a week and they did not. Claimant was not on the schedule from March 11 through 22 and was scheduled to work only on Thursday, March 23 and Sunday, March 26. She was not on the schedule at all beyond March 26. Schiff asked her if she was willing to work on-call for ill employees or the 11 p.m. to 7 a.m. shift and claimant declined.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant did voluntarily leave the employment with good cause attributable to the employer.

Iowa Code § 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.

In general, a substantial pay reduction of 25 to 35 percent or a similar reduction of working hours creates good cause attributable to the employer for a resignation. *Dehmel v. EAB*, 433 N.W.2d 700 (Iowa 1988). Claimant was not required to give notice of her intention to quit due to an intolerable, detrimental or unsafe working environment if employer had or should have had reasonable knowledge of the condition. *Hy-Vee, Inc. v. Employment Appeal Bd.*, 710 N.W.2d 1 (Iowa 2005).

Inasmuch as the claimant would suffer a significant reduction in hours and shift change, the change of the original terms of hire is considered substantial. Thus the separation was with good cause attributable to the employer. Benefits are allowed.

DECISION:

The April 20, 2006, reference 01, decision is reversed. The claimant voluntarily left her employment with good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

dml/pjs