

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

LACEY J ENOS
Claimant

APPEAL NO. 09A-UI-07008-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

EXPRESS SERVICES INC
Employer

**Original Claim: 04/05/09
Claimant: Respondent (1)**

Section 96.5(1) - Quit

STATEMENT OF THE CASE:

The employer, Express Services, filed an appeal from a decision dated April 30, 2009, reference 01. The decision allowed benefits to the claimant, Lacey Enos. After due notice was issued, a hearing was held by telephone conference call on June 2, 2009. The claimant participated on her own behalf. The employer participated by Staffing Consultant Erin Rohwer.

ISSUE:

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

FINDINGS OF FACT:

Lacey Enos was employed by Express from January 15, 2009 until February 16, 2009. She was assigned to Data Vision. When the assignment was first offered, the work hours were 4:00 p.m. until midnight. In early February 2009, the hours changed to 11:30 a.m. until 8:00 p.m. Ms. Enos did not have transportation to work until after 3:00 p.m., and she asked the client supervisor if she could work just from 4:00 p.m. to 8:00 p.m., and this was agreed. However, she found she could not earn sufficient wages working part time and on February 16, 2009, notified Express she was ending the assignment at Data Vision and requested another assignment working second shift. No assignments were available on second shift at that time.

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 of a serious change in the work hours. She accepted the assignment in good faith as a second shift job because of the restrictions of her transportation situation. When the hours changed, she was unable to continue to work full time. The administrative law judge considers this to be more than a slight modification in the work hours but a substantial change in the contract of hire. Under the provisions of the above Administrative Code section, this is a voluntary quit with good cause attributable to the employer.

DECISION:

The representative's decision of April 30, 2009, reference 01, is affirmed. Lacey Enos is qualified for benefits, provided she is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/kjw