

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

DORIS M STEVEN  
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HY-VEE INC  
c/o TALX UCM SERVICES INC  
PO BOX 283  
SAINT LOUIS MO 63166-0283

TALX UC EXPRESS  
4100 HUBBELL #78  
DES MOINES IA 50317-4546

Appeal Number: 04A-UI-04653-S2  
OC: 04/04/04 R: 02  
Claimant: Appellant (1)

**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:

Doris Steven (claimant) appealed a representative's April 20, 2004 decision (reference 01) that concluded she was not eligible to receive unemployment insurance benefits because she had voluntarily quit employment with Hy-Vee (employer). After hearing notices were mailed to the parties' last-known addresses of record, an in-person hearing was held in Des Moines, Iowa, on June 2, 2004. The claimant participated personally and by her mother, Debra Steven. The employer was represented by David Williams, Manager of Operations, and participated by Chad Underhill, Manager of Store Operations and Sean Patterson, Assistant Manager of Store Operations. Marla Gentry observed the hearing.

#### FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was hired on July 30, 2003, as a part-time employee. The claimant started working for the employer in the deli. The last week the claimant worked in the deli she worked 14.3 hours.

In November 2003, the claimant moved to the grocery. The scheduler told the claimant when she changed jobs that the scheduler would try to give the claimant close to 20 hours per week. The claimant was scheduled anywhere from 9.1 to 19.9 hours per week during the eleven week period she worked in the grocery with two exceptions. One week the claimant worked 4.1 hours. The claimant complained to the scheduler that she wanted 20 hours, but 20 hours were never scheduled for the claimant. On January 13, 2004, the claimant quit work because she was not scheduled 20 hours per week.

#### REASONING AND CONCLUSIONS OF LAW:

The issue is whether the claimant voluntarily quit without good cause attributable to the employer. For the following reasons the administrative law judge concludes she did not.

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.

A 25 percent to 35 percent reduction in working hours is, as a matter of law, a substantial change in the contract of hire. A substantial pay reduction creates good cause attributable to the employer for a resignation. Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988). An employee must give prior notice to the employer before quitting due to a change in the contract of hire. Cobb v. Employment Appeal Board, 506 N.W.2d 445 (Iowa 1993). The claimant quit work because the employer reduced her hours worked. A change in one's hours or shift is a substantial change in one's contract for hire. The claimant has failed to prove that the employer substantially changed the claimant's hours. The claimant's hours were consistent with the exception of one week. The scheduler assigned hours just as she told the claimant, as close to 20 hours per week as she could. Due to the claimant's failure to show a substantial change in her contract for hire, there cannot be a finding that she left work due to a change in the contract for hire. Therefore, the claimant is not eligible to receive unemployment insurance benefits.

#### DECISION:

The representative's April 20, 2004 decision (reference 01) is affirmed. The claimant voluntarily left work without good cause attributable to the employer. Benefits are withheld.

bas/kjf