

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ANDREA CRAUN**  
Claimant

**APPEAL NO. 06A-UI-11719-H2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**LENNOX MFG INC**  
Employer

**OC: 11-05-06 R: 02  
Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Leaving

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the November 27, 2006, reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on December 20, 2006. The claimant did not participate. The employer did participate through Bruce Martin, Labor Relation Manager. Employer's Exhibit One was received.

**ISSUE:**

Did the claimant voluntarily quit with good cause attributable to the employer?

**FINDINGS OF FACT:**

Having reviewed the testimony and all of the evidence in the record, the administrative law judge finds: Claimant was employed as a production worker full time beginning July 17, 2006 through October 27, 2006, when she voluntarily quit. The claimant was hired to work the first shift. She did not work the second shift during any period of her employment. The claimant was notified that, due to downsizing, she was going to be bumped off the first shift onto the second shift. She did not want to work second shift, in part because of the difficulty of arranging childcare. Continued work was available.

**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 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.

Inasmuch as the claimant would suffer a substantial change in the hours she worked from first shift to second shift, the change of the original terms of hire is considered substantial and the claimant's quitting is attributable to the employer. Benefits are allowed.

**DECISION:**

The November 27, 2006, reference 01, decision is affirmed. The claimant voluntarily left employment with good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

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Teresa K. Hillary  
Administrative Law Judge

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Decision Dated and Mailed

tkh/kjw