

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DANA M CHAPPUIE**  
Claimant

**APPEAL NO. 09A-UI-10680-VST**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**APAC CUSTOMER SERVICES OF IOWA  
LLC**  
Employer

**OC: 08/31/08**  
**Claimant: Appellant (2)**

Section 96.5-1 – Voluntary Quit

**STATEMENT OF THE CASE:**

Claimant filed an appeal from a decision of a representative dated July 21, 2009, reference 03, which held claimant ineligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on August 13, 2009. Claimant participated. Employer failed to respond to the hearing notice and did not participate. The record consists of the testimony of Dana Chappuie and Claimant's Exhibits A-B.

**ISSUE:**

Whether the claimant voluntarily left for good cause attributable to the employer.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony of the witness and having considered all of the evidence in the record, makes the following findings of fact:

The claimant worked as a customer service representative for the employer. In total she was employed for approximately five years, although there was a six-month break in her tenure with the company. She began her second stint of employment on October 22, 2008.

The claimant decided to return to school for the summer 2009 term. This term began on May 26, 2009. Prior to the start of school, the claimant submitted a schedule change request form. She wanted to change her hours to accommodate her school schedule. The employer agreed to this change in writing. The employer's approval was dated April 27, 2009. The claimant's hours were changed effective May 4, 2009, and she started working that new schedule.

On June 12, 2009, the claimant was informed by her employer that it would no longer honor the agreed upon schedule because of a customer request. The claimant was given an ultimatum to either change her hours or quit. The claimant elected to quit her job. The effective date of her separation was June 23, 2009.

## 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.

A quit is a separation initiated by the employee. 871 IAC 24.1(113)(b). In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 698, 612 (Iowa 1980) and Peck v. EAB, 492 N.W.2d 438 (Iowa App. 1992). In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer. See 871 IAC 24.25

The evidence in this case established that there was a change in the contract of hire that was substantial in nature. The employer agreed to provide the claimant with hours of work that would coincide with her school schedule. After this agreement became effective, the employer informed the claimant that it could no longer adhere to this agreement because of a customer request. The claimant testified that she did everything she could to work things out but was unable to do so. The employer willfully breached the contract of hire and in effect issued an ultimatum to the claimant to either agree to the new schedule or quit.

Because the employer substantially changed the contract of hire, the claimant's quit was for good cause attributable to the employer. Benefits are allowed, if the claimant is otherwise eligible.

**DECISION:**

The decision of the representative dated July 21, 2009, reference 03, is reversed. Unemployment insurance benefits are allowed, provided claimant is otherwise eligible.

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Vicki L. Seeck  
Administrative Law Judge

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Decision Dated and Mailed

vls/pjs