

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

JASON L BRIGHT
25149 JOHNSON HILL RD
WAUCOMA IA 52171

AMERITEC MACHINING INC
2210 – 270TH ST
NEW HAMPTON IA 50659

DALE PUTNUM
ATTORNEY AT LAW
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Appeal Number: 05A-UI-11660-CT
OC: 10/09/05 R: 03
Claimant: Respondent (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, 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)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Ameritec Machining, Inc. filed an appeal from a representative's decision dated November 4, 2005, reference 01, which held that no disqualification would be imposed regarding Jason Bright's separation from employment. After due notice was issued, a hearing was held by telephone on December 2, 2005. Mr. Bright participated personally and was represented by Dale Putnum, Attorney at Law. The employer participated by Jason Walter, Quality Manager; John Selvig, Plant Manager; and Marlys Uglum, Office Manager.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Bright was employed by Ameritec Machining, Inc. from November of 2004 until October 6, 2005 as a full-time machine operator. He became separated from employment when the shift he was working was eliminated. When he began the employment, Mr. Bright was assigned to the third shift. After approximately one month, he went to the first shift for additional training for five months. He then returned to third shift. On or about October 3, 2005, the employer decided to eliminate the third shift. There was only one available opening on the first shift and an individual with more seniority than Mr. Bright opted to take it.

After elimination of the third shift, the employer only had work available for Mr. Bright on the second shift. The second shift hours are from 2:00 p.m. until 10:00 p.m. He is not available to work second shift because his wife works second shift and they have minor children at home. Mr. Bright advised the employer on October 4 that he could not work second shift. When he was not offered work on the first shift, he became separated from the employment. Employees are not given notice that their shift assignments are subject to change at the employer's initiative.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Bright was separated from employment for any disqualifying reason. The administrative law judge concludes that the separation was a voluntary quit as it was Mr. Bright's decision not to accept the work the employer had available. An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Mr. Bright was hired to work on third shift, but the shift was eliminated. The requirement that he go to second shift constituted a change in the terms and conditions under which he was hired. Inasmuch as Mr. Bright did not have child care available during second shift due to his wife's work, the shift change was a substantial one for him. A substantial change in the terms and conditions of employment constitute good cause attributable to the employer for quitting. See 871 IAC 24.26(1).

For the reasons stated herein, the administrative law judge concludes that Mr. Bright had good cause attributable to the employer for quitting his job with Ameritec Machining, Inc. Accordingly, benefits are allowed.

DECISION:

The representative's decision dated November 4, 2005, reference 01, is hereby affirmed. Mr. Bright voluntarily quit his employment for good cause attributable to the employer. Benefits are allowed, provided he satisfies all other conditions of eligibility.

cfc/tjc