

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

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TARGET-DIV OF DAYTON HUDSON CORP
c/o THE FRICK CO
PO BOX 66749
ST LOUIS MO 63166-6749

Appeal Number: 05A-UI-05261-H2T
OC: 04-03-05 R: 01
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 Leaving

STATEMENT OF THE CASE:

The employer filed a timely appeal from the May 4, 2005, reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on June 3, 2005. The claimant did not participate. The employer did participate through Eliz Guyer, Human Resources Representative.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a warehouse worker, full time, beginning February 17, 2003 through March 26, 2005 when she voluntarily quit. When hired the claimant was assigned to work the first shift. After her hired date the claimant was gone for an undetermined period of time on

FMLA. She was gone on leave for FMLA for such a long period of time that the employer took away her first shift position. The claimant was attending school so working the second shift (4:00 p.m. to 2:00 a.m.) was impossible for her. The only time the claimant worked the second shift was after the employer prohibited her from working the first shift. When the employer took away her first shift position, the claimant quit.

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 was assigned to work, the change of the original terms of hire is considered substantial. Benefits are allowed.

DECISION:

The May 4, 2005, 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.

tkh/tjc