

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

ANN E OLSON
1242 E 21ST
DES MOINES IA 50317

GOODWILL INDUSTRIES
OF CENTRAL IOWA INC
4900 NE 22ND ST
DES MOINES IA 50313

Appeal Number: 06A-UI-00165-CT
OC: 12/04/05 R: 02
Claimant: Respondent (2)

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
Section 96.3(7) – Recovery of Overpayments

STATEMENT OF THE CASE:

Goodwill Industries of Central Iowa, Inc. (Goodwill) filed an appeal from a representative's decision dated December 28, 2005, reference 01, which held that no disqualification would be imposed regarding Ann Olson's separation from employment. After due notice was issued, a hearing was held by telephone on January 23, 2006. Ms. Olson participated personally. The employer participated by Karn Gregoire, Director of Human Resources, and Deanne Hamilton, Retail Coordinator.

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: Ms. Olson was employed by Goodwill from November 3, 2004 until November 11, 2005, as a clerk. She worked approximately 27.5 hours per week. She had always worked from 9:00 a.m. until 3:00 p.m., Tuesday through Friday, and from 11:30 a.m. until 5:30 p.m. on Saturday. On her application for employment, she indicated she was available to work flexible hours.

Prior to November 5, 2005, the work schedule was prepared by the assistant manager. On November 5, a schedule prepared by Deanne Hamilton was posted for the period from November 14 through November 20. The new schedule called for Ms. Olson to work starting at 11:00 a.m. on Wednesday and Saturday. She would leave at 4:00 p.m. on Wednesday and at 3:00 p.m. on Saturday. She would work from 4:00 p.m. until 9:00 p.m. on Friday and from 11:30 a.m. until 5:30 p.m. on Sunday. Ms. Olson did not want to work both weekend days. She cannot work at night because she depends on her husband to take her to and from work and he cannot drive at night. After reviewing the new schedule, Ms. Olson contacted Ms. Hamilton and indicated she could not work the schedule as posted. When Ms. Hamilton indicated that the application for employment said she would work flexible hours, Ms. Olson decided to quit.

Ms. Olson did not ask whether her old hours would be restored after the new schedule expired on November 20. She did not indicate she would quit if not allowed to continue working the hours she had been working. She did not contact the human resources department to attempt to resolve the issue that was causing her to quit. Continued work would have been available if Ms. Olson had not quit.

Ms. Olson has received a total of \$920.00 in job insurance benefits since filing her claim effective December 4, 2005.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Olson was separated from employment for any disqualifying reason. 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). Ms. Olson quit because she did not feel she could work the hours she was scheduled to work from November 14 through November 20. She had never been guaranteed that she would have the same hours throughout her employment. Ms. Olson did not make a good-faith effort to have her old hours restored before quitting. She could have sought assistance through the human resources department but did not do so.

The employer in this matter had no real opportunity to try to remedy the problem that led to Ms. Olson's decision to quit. As such, her reason for leaving did not constitute good cause attributable to the employer. Accordingly, benefits are denied.

Ms. Olson has received benefits since filing her claim. Based on the decision herein, the benefits received now constitute an overpayment and must be repaid. Iowa Code section 96.3(7).

DECISION:

The representative's decision dated December 28, 2005, reference 01, is hereby reversed. Ms. Olson voluntarily quit her employment for no good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility. Ms. Olson has been overpaid \$920.00 in job insurance benefits.

cfc/kjw