

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KAREN K ESSEX
Claimant

APPEAL NO. 09A-UI-05286-MT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**GOODWILL INDUSTRIES
OF CENTRAL IOWA INC**
Employer

**Original Claim: 09/21/08
Claimant: Appellant (2)**

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated March 23, 2009, reference 02, which held claimant ineligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on April 28, 2009. Claimant participated. Employer participated by Kathy Crooks, Human Resource Director, and Robyn Hill, Retail Director. Exhibit One was admitted into evidence.

ISSUE:

The issue in this matter is whether claimant quit for good cause attributable to employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds: Claimant last worked for employer on February 27, 2009. Claimant quit due to dissatisfaction with the work environment. Claimant did not get along with her supervisor. Claimant's hours were cut on February 25, 2009 to 26 hours a week. Claimant complained that her hours were reduced to 26 from a promise of 30 hours per week. Claimant was hired as part time but promised 30 hours per week by her supervisor, Dave. The supervisor refused to increase the hours to 30. Claimant told the employer she was leaving but not quitting. Employer took this as a quit, even though claimant said she was being harassed and leaving for that reason. This employer considers part-time hours as fewer than 29 per week.

REASONING AND CONCLUSIONS OF LAW:

The administrative law judge holds that the evidence has established that claimant voluntarily quit for good cause attributable to employer when claimant terminated the employment relationship because her hours were reduced significantly below that promised at the time of hire. Claimant's sworn testimony is more credible than the hearsay offered by employer. Claimant gave credible testimony that Dave promised 30 hours per week. Employer could not refute this 30-hour promise by means of sworn testimony. As such, employer failed to prove

that part time was less than 29 hours a week. Since employer reduced the hours, this is a significant breach in the contract of hire. Benefits allowed.

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.

DECISION:

The decision of the representative dated March 23, 2009, reference 02, is reversed. Unemployment insurance benefits are allowed, provided claimant is otherwise eligible.

Marlon Mormann
Administrative Law Judge

Decision Dated and Mailed

mdm/kjw