

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ASHLEY N GRAPER
Claimant

APPEAL NO. 07A-UI-08072-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER INC OF CEDAR RAPIDS
Employer

OC: 07/22/07 R: 03
Claimant: Appellant (2)

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

Ashley N. Graper (claimant) appealed a representative's August 23, 2007 decision (reference 01) that concluded she was not qualified to receive unemployment insurance benefits, and the account of Manpower Inc. of Cedar Rapids (employer) would not be charged because the claimant voluntarily quit her employment for reasons that do not qualify her to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on September 6, 2007. The claimant participated in the hearing. Debbie Chamberlain appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Did the claimant voluntarily quit her employment for reasons that qualify her to receive unemployment insurance benefits, or did the employer discharge her for work-connected misconduct?

FINDINGS OF FACT:

The claimant registered to work with the employer on November 8, 2006. The employer assigned the claimant to job at the Can Shed on June 9, 2007. The claimant worked 8:00 a.m. to 5:30 p.m., Tuesday through Friday. The claimant's supervisor at the Can Shed was Shelly.

In late June, the claimant talked to Shelly to see if Can Shed would allow the claimant to leave work early if she went back to school. The claimant wanted to attend a night class, 6:00 p.m. to 9:45 p.m., Monday through Thursday. The class was about 30 to 45 minutes from work. After Shelly indicated it would not be a problem for the claimant to leave work early Tuesday through Thursday, the claimant registered and paid \$4,000.00 for the night class in office management.

The week of July 16, the claimant was unable to work as scheduled because her son was hospitalized. The claimant contacted the Can Shed during this week, but did not contact the employer. On July 24, Shelly told the claimant that the owner of Can Shed would no longer allow the claimant to leave work early. The claimant had to make a choice – work as scheduled or quit and attend her class. The claimant had already paid \$4,000.00 for the class after Shelly told her it would all right to leave work early. The claimant chose to continue with her class and quit.

The claimant contacted the employer, told the employer what happened and asked for another job assignment. The employer initially indicated the claimant would be put on a list for future jobs. A week later, the employer contacted the claimant informing that as a result of her poor attendance at the Can Shed the employer would not assign her to another job.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if she voluntarily quit employment without good cause attributable to the employer, or an employer discharges her for reasons constituting work-connected misconduct. Iowa Code §§ 96.5-1, 2-a.

After Can Shed, client, told the claimant she could leave work early to attend a class that started at 6:00 p.m., the claimant reasonably relied on the client's word and paid \$4,000.00 to attend a class. About a month later, the client decided the claimant could not leave about 30 minutes early Tuesday through Thursday. The client then gave the claimant a choice of working as scheduled or quitting and going to school. The claimant chose to quit this job assignment. When a claimant quits, she has the burden to establish she quit for reasons that qualify her to receive unemployment insurance benefits. Iowa Code § 96.6-2.

The law presumes a claimant voluntarily quits employment with good cause if she leaves because of a substantial change in her employment. 871 IAC 25.26(1). Under the facts of this case, the claimant quit her employment for reasons that qualify her to receive unemployment insurance benefits. The claimant reasonably relied on Can Shed's assurance it would not be a problem for her to leave work early Tuesday through Thursday. On July 24, Can Shed changed the employment relationship by now saying the claimant could not leave work early. The employer substantially changed the employment relationship after the claimant reasonably relied on the employer's assurance she could leave work early. After she quit working at Can Shed, the claimant promptly notified the employer about the ultimatum and asked for other employment. The employer did not have anything for the claimant at that time.

DECISION:

The representatives' August 23, 2007 decision (reference 01) is reversed. The claimant voluntarily quit her employment for reasons that qualify her to receive unemployment insurance benefits. As of July 22, 2007, the claimant is qualified to receive unemployment insurance benefits, provided she meets all other eligibility requirements. The employer's account may be charged for benefits paid to the claimant.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/css