

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JANA L KALINCZAK
Claimant

APPEAL NO. 09A-UI-00642-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**MANPOWER INTERNATIONAL INC
MANPOWER TEMPORARY SERVICES**
Employer

**OC: 11/02/08 R: 12
Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

Manpower International, Inc./Manpower Temporary Services (employer) appealed a representative's January 7, 2009 decision (reference 02) that concluded Jana L. Kalinczak (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on February 5, 2009. The claimant participated in the hearing. June Lindberg 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 for a good cause attributable to the employer?

FINDINGS OF FACT:

The employer is a temporary employment firm. The claimant began taking assignments with the employer on September 27, 2007. After a period of employment with a different employer, the claimant returned to taking assignments with the employer on September 15, 2008. As of that date, she worked full time as a shipping and receiving clerk at the employer's Davenport, Iowa business client. Her last day on the assignment was October 14, 2008. The assignment ended because the business client determined that effective immediately it was going to reduce the claimant's schedule from 40 hours per week to 20 to 25 hours per week.

The employer discussed the change with the claimant and the claimant originally indicated to the employer she would consider staying until she found other full time work. However, after the claimant spoke with the business client's supervisor, she determined she would go ahead and leave at that time, as she was unhappy with the implementation of the reduction of hours.

REASONING AND CONCLUSIONS OF LAW:

If the claimant voluntarily quit her employment, she is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer. Iowa Code § 96.5-1. A substantial change in contract of hire is recognized as grounds that are good cause for quitting that is attributable to the employer. 871 IAC 24.26(1). A “contract of hire” is merely the terms of employment agreed to between an employee and an employer, either explicitly or implicitly; for purposes of unemployment insurance benefit eligibility, a formal or written employment agreement is not necessary for a “contract of hire” to exist.

“Good cause attributable to the employer” does not require fault, negligence, wrongdoing or bad faith by the employer, but may be attributable to the employment itself. Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988); Raffety v. Iowa Employment Security Commission, 76 N.W.2d 787 (Iowa 1956). While the employer’s business client may have had a good business reason for reducing the claimant’s hours essentially by half, this change was a substantial change in the claimant’s contract of hire. Dehmel, supra. Benefits are allowed.

DECISION:

The representative’s January 7, 2009 decision (reference 02) is affirmed. The claimant voluntarily quit for good cause attributable to the employer. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible. However, as of the date of the hearing, the claimant was not eligible for unemployment insurance benefits, as she had not yet requalified from what had been determined to be a disqualifying separation from employment with another employer.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/kjw