

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

GOTT, BRANDIE, J
Claimant

APPEAL NO. 12A-UI-08996-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER INTERNATIONAL INC
Employer

OC: 06/24/12
Claimant: Respondent (1)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

The employer filed a timely appeal from the July 17, 2012, reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on August 20, 2012. Claimant participated. Bill Schiller represented the employer.

ISSUE:

Whether the claimant's voluntary quit was for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The employer is a temporary employment agency. The claimant performed work in two temporary work assignments. The claimant resides in Oskaloosa. The most recent work assignment was at Jeldwen in Grinnell. That assignment started on June 11, 2012. At the time the claimant accepted the assignment at Jeldwen, she was told by a Manpower representative that the assignment work hours would be 6:00 a.m. to 2:30 p.m., Monday through Friday, with an occasional Saturday. At the time the claimant accepted the assignment, she was also told by the Jeldwen representative that the hourly wage would be \$9.00. On the claimant's first day in the assignment, the Jeldwen supervisor told her the hours were actually 5:00 a.m. to 1:30 p.m., When the claimant indicated she could not start work that early because of her parental responsibilities and the unavailability of daycare that early, the Jeldwen supervisor had the claimant moved to a different production line. The claimant utilized an in-home daycare provider in Oskaloosa.

The claimant soon learned that the work hours for the new production line were 6:00 a.m. to 4:30 p.m. Monday *through Saturday* with occasional *Sunday* work. The claimant wanted to collect her children from daycare by 5:00 p.m. so that she did not have to pay extra for a later pick up time. Had the claimant left Grinnell at 4:00 p.m., she could get to Oskaloosa in time to collect her children from daycare by 5:00 p.m. The claimant instead left work at 2:30 p.m., a time that corresponded with a Jeldwen break time.

Early on, the claimant contacted the Manpower representative who had offered her the assignment to discuss the change in the work hours from what had been discussed at the time of the offer to what Jeldwen actually had available. The claimant initially indicated she would stick it out while Manpower looked to see whether another company, Interpower, could use the claimant.

On June 22, the claimant notified Manpower that she was ending the assignment at Jeldwen immediately due to the work hours, including the weekend work. Manpower was not able to facilitate further employment for the claimant through Interpower. The claimant subsequently found another full-time work assignment through a different temporary employment agency.

REASONING AND CONCLUSIONS OF LAW:

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.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 698, 612 (Iowa 1980) and Peck v. EAB, 492 N.W.2d 438 (Iowa App. 1992). In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer. See 871 IAC 24.25.

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.

"Change in the contract of hire" means a substantial change in the terms or conditions of employment. See Wiese v. Iowa Dept. of Job Service, 389 N.W.2d 676, 679 (Iowa 1986). Generally, a substantial reduction in hours or pay will give an employee good cause for quitting. See Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988). In analyzing such cases, the Iowa Courts look at the impact on the claimant, rather than the employer's motivation. Id. An employee acquiesces in a change in the conditions of employment if he or she does not resign in a timely manner. See Olson v. Employment Appeal Board, 460 N.W.2d 865 (Iowa Ct. App. 1990).

The weight of the evidence indicates that Manpower had unintentionally misrepresented the work hours to the claimant at the time Manpower offered the Jeldwen assignment to the claimant. The original contract of hire was for work from 6:00 a.m. to 2:30 p.m., Monday

through Friday, with occasional Saturday work. As it turned out, those were not the hours available in the assignment. The hours that were available involved either an earlier start time that would not work for the claimant because of lack of daycare at such an early hour or *ongoing* weekend work, indeed work *at least six* days a week. The evidence establishes substantial changes in the contract of hire. The claimant voluntarily quit the employment for good cause attributable to the employer. Accordingly, the claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

DECISION:

The Agency representative's July 17, 2012, reference 01, decision is affirmed. The claimant voluntarily quit the employment effective June 22, 2012 for good cause attributable to the employer. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/pjs