

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

SHANNON C WABASHAW
Claimant

APPEAL NO. 10A-UI-06315-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CPI IMAGES LLC
Employer

**Original Claim: 03/07/10
Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

CPI Images, L.L.C. / Sears Portrait Studios (employer) appealed a representative's April 16, 2010 decision (reference 01) that concluded Shannon C. Wabashaw (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 June 16, 2010. The claimant participated in the hearing. Nichole Kraemer 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 claimant started working for the employer on October 13, 2009. She worked part time as an associate at the employer's Sioux City, Iowa, photography studio. Her last day of work was January 29, 2010. On January 30 she informed the employer that she had to quit. Her reason for quitting was that her hours had dropped so significantly that she could not afford transportation to work.

From October 13 through December 31, 2009, the claimant averaged about 17 hours a week at \$9.10 per hour. In January 2010, she only averaged 11.5 hours per week. She had initially been told by the store manager on January 15 that she was being discharged, but that determination was countermanded by the district manager, Ms. Kraemer. However, in the last two weeks of the claimant's employment she was only scheduled for about three hours per week. As a result, the claimant felt she had no choice but to resign.

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 may have had a good business reason for reducing the claimant’s hours, the change in the claimant’s schedule and hours that had been implemented was a substantial change in the claimant’s contract of hire. Dehmel, supra. Benefits are allowed.

DECISION:

The representative’s April 16, 2010 decision (reference 01) 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.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/kjw