

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MARY J BUECHEL**  
Claimant

**APPEAL NO: 08A-UI-09591-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TARGET CORPORATION**  
Employer

**OC: 10/21/07 R: 02**  
**Claimant: Appellant (2/R)**

Section 96.5-1 – Voluntary Leaving  
Section 96.7-2-a(2) – Charges Against Employer’s Account

**STATEMENT OF THE CASE:**

Mary J. Buechel (claimant) appealed a representative’s October 15, 2008 decision (reference 02) that concluded she was not qualified to receive unemployment insurance benefits after a separation from employment with Target Corporation (employer). After hearing notices were mailed to the parties’ last-known addresses of record, a telephone hearing was held on November 4, 2008. This appeal was consolidated for hearing with one related appeal, 08A-UI-09592-DT. The claimant participated in the hearing. Andrea Dicksen appeared on the employer’s behalf and presented testimony from one other witness, Suzanne Fisher. 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.

**ISSUES:**

Did the claimant voluntarily quit for a good cause attributable to the employer? Is the employer’s account subject to charge?

**FINDINGS OF FACT:**

The claimant started working for the employer on May 31, 2008. She worked full time as a seasonal/temporary “plannogrammer” doing product set up in preparation for a store opening in Burlington, Iowa. Her last day of work was July 31, 2008.

When the claimant was hired she was informed that while continued work after the store set up was complete was not guaranteed, the employer would be asking some employees to stay on as permanent employees. On or about July 7 the claimant’s supervisor, Ms. Dirksen, told the claimant she would like the claimant to remain on after the project was complete at the end of the month, either doing stocking or being on the regular “plannogrammer” team. The claimant declined. One reason for her declination was that either of the positions would have required her to also assist doing retail cashiering on occasion, which was outside of the claimant’s experience and which she specifically did not want to do. Her other reason was that she wanted to take some time off to spend with her grandchildren in another state. As a result, the claimant’s employment ended as of the end of the project on July 31, 2008.

The claimant established an unemployment insurance benefit year effective October 21, 2007. She filed an additional claim effective July 27, 2008.

**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). When there are multiple factors which contributed to an employee's decision to quit, all of the factors must be considered to determine whether any one of them or some combination of them might constitute good cause for quitting. Taylor v. Iowa Department of Job Service, 362 N.W.2d 534 (Iowa 1985).

"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 requiring that the two positions offered to the claimant would also include occasional cashiering responsibilities, this requirement as to the claimant would have been a substantial change in the claimant's contract of hire. Dehmel, supra. Benefits are allowed if the claimant is otherwise eligible.

The final issue is whether the employer's account is subject to charge. An employer's account is only chargeable if the employer is a base period employer. Iowa Code § 96.7. The base period is "the period beginning with the first day of the five completed calendar quarters immediately preceding the first day of an individual's benefit year and ending with the last day of the next to the last completed calendar quarter immediately preceding the date on which the individual filed a valid claim." Iowa Code § 96.19-3. The claimant's base period began July 1, 2006 and ended June 30, 2007. The employer did not employ the claimant during this time, and therefore the employer is not currently a base period employer and its account is not currently chargeable for benefits paid to the claimant.

An issue as to whether the claimant was able and available for a period of time after her separation due to being out of state visiting her family arose during the course of the hearing. This issue was not included in the notice of hearing for this case, and the case will be remanded for an investigation and preliminary determination on that issue. 871 IAC 26.14(5).

**DECISION:**

The representative's October 15, 2008 decision (reference 02) is reversed. 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. The matter is remanded to the Claims Section for investigation and determination of the able and available issue.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

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