

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

IYLESHA SLAUGHTER
Claimant

MASS MARKETS
Employer

APPEAL NO. 17A-UI-07483-B2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 07/02/17
Claimant: Appellant (1)

Iowa Code § 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated July 21, 2017, reference 01, which held claimant ineligible for unemployment insurance benefits. After due notice, a hearing was scheduled for and held on August 9, 2017. Claimant participated. Employer participated by Ciera Turner. Employer's Exhibit 1 was admitted into evidence.

ISSUE:

The issue in this matter is whether claimant quit for good cause attributable to employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: Claimant last worked for employer on June 29, 2017. Claimant called and contacted employer on June 30, 2017 saying she was ill and could not come in to work. Claimant did not show for work on July 3, 2017 or July 5, 2017. Employer called claimant on July 6, 2017, and claimant informed employer of her intent to quit her employment on that date.

Claimant was hired by employer on or around April 17, 2017. At the time of hire, claimant signed an employment document telling her that her base pay was \$9.10/hr. The contract additionally stated that employees would be paid an additional \$1.00/hr if employees were to work over 39 hours in a week. Additionally, it was stated that bonuses could be received over and above the payments made.

Claimant was told at the time of hire that employer would be working with AT&T as a client for a long time. AT&T offered a bonus on compensation given for sales made and daily payouts. After approximately a month, the contract with AT&T was ended, and employer's new client was GE. The new client had a different bonus schedule which paid employees for calls taken. GE sent employer very few calls. Not only did GE not provide enough calls that claimant could make a bonus on top of her pay as there were not sufficient calls, but employer added in an additional client to fill up claimant's time. Claimant did not make any bonus money the last month of her work.

Claimant quit her job because her pay had decreased by nearly 50%. Claimant stated that her former checks from employer had been over \$400.00 after taxes, while her pay after employer switched clients was reduced to around \$230.00 after taxes. Claimant said that employer had told her before she quit that her number of calls might increase if employer were able to hire enough people that AT&T would send more calls to employer to handle.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code § 96.5-1 provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

The administrative law judge holds that the evidence has failed to establish that claimant voluntarily quit for good cause attributable to employer when claimant terminated the employment relationship because she was not receiving the money she'd been receiving when employer had been working for a different client. Employer's specific contract of employment, given to claimant at the time of hire, did not indicate a particular client for whom claimant was hired to assist, nor did it specify a particular bonus schedule. As the contract of hire was not changed by employer, the administrative law judge could not find that claimant quit because of a change in the contracted pay. Although claimant stated she was told before her hire that AT&T would be a long term client and they didn't continue to be so, claimant had no idea, other than a guess by employer, as to how long AT&T would be a client or how her bonuses would play out.

DECISION:

The decision of the representative dated July 21, 2017, reference 01, is affirmed. Unemployment insurance benefits shall be withheld until claimant has worked in and been paid wages for insured work equal to ten times claimant's weekly benefit amount, provided claimant is otherwise eligible.

Blair A. Bennett
Administrative Law Judge

Decision Dated and Mailed

bab/scn