

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ATHENA D SUTTLES**

Claimant

**APPEAL NO: 12A-UI-08630-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TEMP ASSOCIATES**

Employer

**OC: 01/08/12**

**Claimant: Respondent (5)**

Section 96.5-1 – Voluntary Leaving

**STATEMENT OF THE CASE:**

Temp Associates (employer) appealed a representative's July 9, 2012 decision (reference 04) that concluded Athena D. Suttles (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 August 14, 2012. The claimant participated in the hearing. Darien Sloat 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?

**OUTCOME:**

Modified. Benefits allowed.

**FINDINGS OF FACT:**

The employer is a temporary employment firm. The claimant began taking assignments with the employer on January 20, 2011. Her final assignment began on June 21, 2012. She was to work full time at the employer's business client on the first shift. June 21 also became her last day on the assignment. The assignment ended because when she sought to report for work on June 22 she was informed that she would have to go to the second shift. The claimant was not willing to work on the second shift due to family responsibilities. She had not agreed to work a second shift position. She was then considered to be a no-call/no-show for work on June 25, June 26, and June 27, and was deemed to be a voluntary quit by job abandonment.

**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. See *Wiese v. Iowa Dept. of Job Service*, 389 N.W.2d 676, 679 (Iowa 1986).

“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 or the business client may have had a good business reason for wanting to change the claimant position from first shift to second shift, the change in the claimant’s schedule which was being implemented was a substantial change in the claimant’s contract of hire. *Dehmel*, supra. Benefits are allowed.

**DECISION:**

The representative’s July 9, 2012 decision (reference 04) is modified without effect on the parties. 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.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

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