

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RENOTA S CHAMBERS
Claimant

APPEAL NO. 11A-UI-03314-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

KEOKUK COUNTY
Employer

OC: 02/06/11
Claimant: Respondent (1)

Section 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

The employer appealed an unemployment insurance decision dated March 3, 2011, reference 01, that concluded the claimant voluntarily quit employment with good cause attributable to the employer. A telephone hearing was held on April 6, 2011. The parties were properly notified about the hearing. The claimant participated in the hearing with her representative, Mike Brown, attorney at law. Patrick O'Connell participated in the hearing on behalf of the employer with witnesses, Christa Perkins And Ernie Schiller.

ISSUE:

Did the claimant voluntarily quit employment without good cause attributable to the employer?

FINDINGS OF FACT:

The claimant worked full time for the employer as an administrative assistant and office manager from January 2, 2007, to February 4, 2011, at the employer's office in Fairfield, Iowa, about 25 miles from her home in Packwood, Iowa. She was hired to work in the Fairfield, Iowa, office. Her work hours were from 8:00 a.m. to 4:00 p.m.

After an audit recommendation that the claimant receive additional bookkeeping training, a member of the board of supervisors, Ernie Schiller, informed the claimant on the afternoon of January 19 that starting that next morning, her workplace was going to be transferred to Burlington, Iowa, so that an administrative support agency could provide her additional bookkeeping training. Schiller told her that the transfer of her worksite would be temporary for a few weeks, but she was expected to report to work each day in Burlington at 8:00 a.m. and work her normal hours until 4:00 p.m.

The claimant objected to the transfer of her workplace from Fairfield to Burlington because it would have involved substantial personal hardship to her in the form of driving an extra 56 miles to and from work each day in the winter, increased commuting expenses, and taking an extra hour away from her at home time. She asked Schiller if she would receive any additional compensation for her time or mileage reimbursement for the extra miles she was driving. Schiller stated there would not be any additional pay.

On January 21, 2011, the claimant submitted her two-week notice of quitting and explained that she was quitting due to the temporary transfer of her workplace and the attendant personal hardship that resulted from this transfer without extra compensation. She also suspected the employer did not intend the move to be temporary based on the transfer of the office supplies and files to Burlington. After she submitted her two-week notice, the employer did not change the requirement that she transfer her workplace to Burlington so she quit effective February 4, 2011.

REASONING AND CONCLUSIONS OF LAW:

The unemployment insurance law disqualifies claimants who voluntarily quit employment without good cause attributable to the employer. Iowa Code § 96.5-1.

The claimant clearly quit due to a cause attributable to the employer in the form of a temporary relocation of her workplace a substantial distance from the location in which she worked and was hired to work. The question is whether this amounts to good cause under the unemployment insurance law.

When the claimant was hired, she was hired to work in Fairfield, about 25 miles from her home. I conclude that even though the transfer was temporary, it involved substantial personal hardship for the claimant who would have to drive about 142 miles and over two hours per day to and from work in winter driving conditions. There would also be additional expenses, and the employer was unreasonable not to offer anything to compensate her for her time and expenses. See 871 IAC 24.26(20) (claimant quits with good cause if the employer transfers a claimant to another locality that would have caused considerable personal hardship).

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.

As mentioned earlier, I conclude the change was a substantial change in her location of work under the circumstances here.

The employer argues that the request to temporarily transfer to the Burlington office was reasonable. In *Dehmel v. Employment Appeal Board*, 433 N.W.2d 700 (Iowa 1988), the Iowa Supreme Court ruled that a 25 percent to 35 percent reduction in hours was, as a matter of law, a substantial change in the contract of hire. Further, the Court stated that:

It is not necessary to show that the employer acted negligently or in bad faith to show that an employee left with good cause attributable to the employer. . . . [G]ood cause attributable to the employer can exist even though the employer be free from all negligence or wrongdoing in connection therewith.

(Id at 702.) I conclude the claimant had good cause to quit employment attributable to the employer.

DECISION:

The unemployment insurance decision dated March 3, 2011, reference 01, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/pjs