

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JOSEPH M CHANCELLOR
Claimant

APPEAL NO. 13A-UI-04271-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

FRONTIER COMMUNICATIONS/IOWA INC
Employer

OC: 12/02/12
Claimant: Appellant (1)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Joseph Chancellor filed a timely appeal from the April 1, 2013, reference 01, decision that denied benefits. After due notice was issued, a hearing was held on May 16, 2013. Mr. Chancellor participated. Matt Lanasa represented the employer. The administrative law judge took official notice of the documents submitted and generated in connection with the fact-finding interview.

ISSUE:

Whether Mr. Chancellor separated from the employment for a reason that disqualifies him for unemployment insurance benefits.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Joseph Chancellor was employed by Frontier Communications/Iowa, Inc., as a full-time business account manager from 2009 until August 31, 2012, when he voluntarily quit to relocate to Burlington, Iowa. During the employment, Mr. Chancellor had worked from an office in LeMars.

During a leadership meeting on April 25, 2012, Mr. Chancellor told the employer of his passion to become a pastor. Mr. Chancellor announced his intention to leave the employment to pursue his interest in developing a ministry. At that time, Mr. Chancellor did not provide the employer with a specific date of when he would be leaving. Mr. Chancellor gave this sort of notice to the employer so that the employer would have both time and opportunity to decide the best way to fill his position.

On April 26, 2012, Mr. Chancellor met with Randy Maurer, Regional Sales Manager, to discuss his announcement that he would be leaving the employment. The two discussed the possibility of Mr. Chancellor telecommuting and traveling as needed to perform his duties. Mr. Chancellor agreed to discuss the matter with the employer's human resources department to see whether they would approve such an arrangement.

On April 30, 2012, Mr. Chancellor sent an email message to Mr. Maurer that included a question regarding whether Mr. Maurer had heard from the human resources department. On that same day, Mr. Maurer notified Mr. Chancellor that his job had been posted and that the employer was moving forward with trying to find a replacement for Mr. Chancellor. In other words, the human resources department had not approved the proposal that Mr. Chancellor be allowed to telecommute and travel as necessary.

Despite knowing that human resources had not approved an arrangement whereby Mr. Chancellor could relocate away from the LeMars area and continue to perform sales duties in that area, Mr. Chancellor decided to accept an unpaid pastor position in a new church to be established in Burlington and began to take steps to relocate his family to Burlington. Mr. Chancellor started looking for employment opportunities in the Burlington area while he wound down his employment with Frontier.

On May 21, 2012, Mr. Chancellor noted in a Chamber of Commerce broadcast memo reference to openings at Frontier Communications as follows:

Frontier Communications has two position openings. One is a Technical Supervisor position and the other is a Medium Account Executive (MAE). The Technical Supervisor position will be located in Denison and the Medium Account Executive may be located in either Denison or LeMars. Candidates can apply on line at www.frontier.com.

On that same day, Mr. Chancellor sent an email message to the employer as follows:

Randy & Greg,

I'm not sure how I can continue working with my customers when the chamber has sent a notice out to tell all my Le Mars customers that my position is now open? I thought we were waiting to tell customers when we had a replacement on hand or when I had a definite departure date.

What are your suggestions when I begin to be questioned on this? I already have many customers asking about the retail store closing, this will scare them for sure knowing that the sales, retail, and local manager positions are all vacant.

On that same day, Mr. Maurer responded by email as follows: "They don't know if that is your position or not. We might be putting two people in the territory, as far as they know."

The employer subsequently tried to persuade Mr. Chancellor to stay in the employment by offering him a salary increase and larger sales territory. On June 11, 2012, Mr. Maurer sent Mr. Chancellor the following email message:

Joe,

As a follow up to our conversation at lunch, have you thought any more about the direction that you want to go regarding the Fort Dodge opportunity?

Mr. Chancellor declined the employer's offer of higher pay and a greater territory.

But for Mr. Chancellor's notice to the employer that he was leaving, the employer would have allowed Mr. Chancellor to continue with his same duties and continue to be stationed in LeMars. As a result of Mr. Chancellor's impending voluntary separation from the employment, the

employer ultimately decided to re-align sales territories and have other account managers stationed in other areas of western Iowa and eastern Nebraska absorb Mr. Chancellor's accounts. To facilitate that transition, Mr. Maurer asked an agent to travel to LeMars during the week of August 6, so that Mr. Chancellor could help with transitioning accounts to the new agent. To facilitate the transition, Mr. Maurer asked Mr. Chancellor to plan to work from Fort Dodge during the week of August 13, 2012 to help the new medium account representative stationed in Fort Dodge become familiar with Mr. Chancellor's accounts.

Mr. Chancellor worked until August 31, 2012 and then voluntarily separated from the employment to relocate to Burlington.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5-1 provides:

An individual shall be disqualified for benefits:

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.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 698, 612 (Iowa 1980) and Peck v. EAB, 492 N.W.2d 438 (Iowa App. 1992). In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer. See 871 IAC 24.25.

During the appeal hearing, Mr. Chancellor intentionally misrepresented the contents of multiple emails between himself and the employer, while purporting to read from the emails in an attempt to re-characterize his separation from the employment as involuntary. The weight of the evidence establishes that Mr. Chancellor's desire to telecommute from Burlington was never approved by the employer. The weight of the evidence indicates that as of April 30, 2012, Mr. Maurer had communicated to Mr. Chancellor that proposal would not be approved. Despite having that information, Mr. Chancellor subsequently accepted an offer to become an unpaid minister at a new church in Burlington, took steps to relocate to Burlington, took steps to assist the employer with transitioning his accounts to other agents, and then voluntarily separated from the employment on August 31, 2012.

871 IAC 24.25(2) provides:

Voluntary quit without good cause. In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer from whom the employee has separated. The employer has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code section 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code section 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

- (2) The claimant moved to a different locality.

The weight of the evidence establishes a voluntary quit for personal reasons and without good cause attributable to the employer. The sole basis for the quit was Mr. Chancellor's decision to relocate to Burlington to work in an unpaid pastoral position. The pastoral position did not constitute employment for unemployment insurance purposes. Ms. Chancellor is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer's account shall not be charged for benefits.

DECISION:

The agency representatives April 1, 2013, reference 01, decision is affirmed. The claimant voluntarily quit the employment without good cause attributable to the employer. The claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer's account shall not be charged.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/pjs