

**IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI**

**JEFF S DOLE  
1430 GEORGETOWN RD APT 105  
IOWA FALLS IA 50126**

**UNITED CONTRACTORS INC  
c/o EMPLOYERS UNITY INC  
PO BOX 749000  
ARVADA CO 80006 9000**

**Appeal Number: 04A-UI-12539-DWT  
OC: 12/21/03 R: 02  
Claimant: Appellant (2)**

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

**STATE CLEARLY**

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal are based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

**Section 96.5-1 – Voluntary Quit**

**STATEMENT OF THE CASE:**

Jeff S. Dole (claimant) appealed a representative's November 22, 2004 decision (reference 03) that concluded he was not qualified to receive unemployment insurance benefits, and the account of United Contractors, Inc. (employer) would not be charged because the claimant voluntarily quit his employment for reasons that do not qualify him to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on December 14, 2004. The claimant participated in the hearing. Michelle Stovall, a representative with Employers Unity, Inc., appeared on the employer's behalf with Barry Neubauer and Marci Alexander as the employer's witnesses. 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 his employment for reasons that qualify him to receive unemployment insurance benefits, or did the employer discharge him for work-connected misconduct?

FINDINGS OF FACT:

The claimant started working for the employer on September 15, 2003, as a laborer. When the claimant applied for work, he informed the employer he did not have transportation. After the employer indicated the employer would pick up the claimant and take him to the job site all the time, the claimant did not indicate on his job application that he had any transportation problems.

When Neubauer became the claimant's supervisor, the employer continued to pick up the claimant and all the other employees for work. The other employees sometimes drove to work, but the claimant did not because he did not have a driver's license. During the summer, Neubauer's son always picked up the claimant. Neubauer started to pick up the claimant when his son's employment ended. There were numerous times, the claimant's girlfriend picked the claimant up from a job site so he could go to an appointment.

On October 19, 2004, when Neubauer dropped the claimant off at the end of the day, the claimant asked if Neubauer would pick him up at the Super 8 Motel the next morning instead of the claimant's home. Neubauer did not indicate this would be a problem. The claimant's girlfriend works at the Super 8 Motel and there were some guests who created problems for the front desk employees. The claimant's girlfriend asked the claimant to stay at the Super 8 Motel in an attempt to prevent some guests from creating any more problems. Neubauer picked up the claimant on Wednesday morning, October 20, at the Super 8 Motel without any problems.

At the end of his shift on October 20, the claimant told Neubauer he would call him at home that night to let him know where he would be at the next morning. The claimant's girlfriend called Neubauer's home that evening. Neubauer was not home, but his wife took the message that the claimant would be at the Super 8 Motel the next morning. Neubauer did not get the message about picking up the claimant at the Super 8 Motel the morning of October 21. Neubauer went to the claimant's home to pick him up and the claimant was not there. The claimant did not see Neubauer at the Super 8 Motel the morning of October 21.

Either on October 21 or 22, Neubauer told the claimant he would no longer pick up the claimant, which meant the claimant would have to find his own way to work. Neubauer continued picking up the other employees and transporting them to the job site. The claimant did not return to work after October 20, 2004.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if a claimant voluntarily quits employment without good cause or an employer discharges him for reasons constituting work-connected misconduct. Iowa Code §§96.5-1, 2-a. The evidence establishes the claimant voluntarily quit his employment when he failed to return to work after October 20, 2004. When a claimant quits, he has the burden to establish he quit with good cause attributable to the employer. Iowa Code §96.6-2.

The law presumes a claimant voluntarily quits with good cause when there is a substantial change in the employment. 871 IAC 24.26(1). The facts establish the claimant accepted employment because the employer agreed to pick him up and take him to the job site. During the majority of the claimant's employment, the employer picked up the claimant and all the other employees and transported them to the job site. Neubauer changed the claimant's employment when he told the claimant the employer would no longer provide him transportation. It is understandable that Neubauer was frustrated the morning of October 21 when he may not have known the claimant was again at the Super 8 Motel instead of his home. The employer, however, changed the terms of the employment by refusing to provide the claimant transportation to work when the employer had always provided transportation to the claimant and continued to pick up and take other employees to the job site. The change in the claimant's employment constitutes a substantial change. Therefore, as of October 24, 2004, the claimant is qualified to receive unemployment insurance benefits.

**DECISION:**

The representative's November 22, 2004 decision (reference 03) is reversed. The claimant voluntarily quit his employment for reasons that qualify him to receive unemployment insurance benefits. As of October 24, 2004, the claimant is qualified to receive unemployment insurance benefits, provided he meets all other eligibility requirements. The employer's account may be charged for benefits paid to the claimant.

dlw/b