

**IOWA DEPARTMENT OF INSPECTIONS AND APPEALS
ADMINISTRATIVE HEARINGS DIVISION, UI APPEALS BUREAU**

VICTORIA GALE BEASLEY
Claimant

APPEAL 22A-UI-14086-SN-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

GREENSTATE CREDIT UNION
Employer

**OC: 05/22/22
Claimant: Appellant (2)**

Iowa Code § 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

The claimant, Victoria Gale Beasley, filed an appeal from the June 8, 2022, (reference 01) unemployment insurance decision that denied benefits based upon her voluntary quit. The parties were properly notified about the hearing. A telephone hearing was held on June 28, 2022. The claimant participated and testified. The employer participated through Human Resources Manager Sarah Farnsworth.

ISSUE:

Was the separation a layoff, discharge for misconduct or voluntary quit without good cause attributable to the employer?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds:

The claimant was employed full-time as a specialist one in the employer's member assistance center from September 24, 2018, until she was separated from employment on April 16, 2022, when she quit. The claimant's immediate supervisor was Aaron Hicks.

After the onset of Covid19 in April 2020, the employer allowed staff to work remotely from home on a temporary basis. The employer had all staff sign an electronic document. This policy was revised and extended on March 16, 2021. The document said that this allowance to work remotely could be revoked at any time. The claimant acknowledged the terms of that arrangement. Each department made an individual decision regarding whether staff could work remotely.

In September 2021, Member Assistance Center Director Amy Stevens and Mr. Hicks gave the claimant approval to move and work remotely from Overton, Nevada. The claimant had been planning on moving there. Ms. Farnsworth acknowledged these assurances were given to the claimant by Ms. Stevens and Mr. Hicks.

In February 2022, the claimant closed on her house in Overton, Nevada. Ms. Stevens and Mr. Hicks said the policy had changed and they would no longer allow her to work remotely from an

area outside of the central time zone. This was due to another employee in Nevada adding to logistical complexity of organizing team meetings by being aloof in a different time zone.

On April 8, 2022, the claimant informed the employer that her last day would be April 16, 2022. The claimant's only reason for quitting was that they reneged on allowing her to work in Nevada remotely.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes claimant's separation from the employment was with good cause attributable to the employer.

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.

Iowa Admin. Code r. 871-24.25 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.

Iowa Admin. Code r. 871-24.26(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.

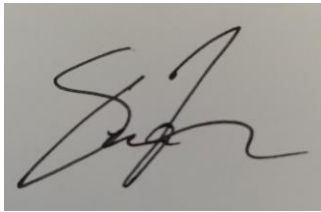
The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). "Good cause" for leaving employment must be that which is reasonable to the average person, not the overly sensitive individual or the claimant in particular. *Uniweld Products v. Indus. Relations Comm'n*, 277 So.2d 827 (Fla. Dist. Ct. App. 1973). A voluntary leaving of employment requires an intention to terminate the

employment relationship accompanied by an overt act of carrying out that intention. *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980).

The administrative law judge finds the employer substantially changed the contract of hire when it removed approval for her to relocate to Overton, Nevada to work remotely. While it is true that the claimant acknowledged the contract could be revoked at any time in March 16, 2021, this was prior to receiving assurances that she could purchase a home in Overton, Nevada. The administrative law judge finds those assurances changed the contract in hire to one with the expectation of remote work. The employer's breach of that covenant is substantial because it placed the claimant with a choice to pick her job or a home she just purchased. Benefits are granted.

DECISION:

The June 8, 2022, (reference 01) unemployment insurance decision is REVERSED. The claimant's resignation was due to a substantial change in the contract of hire. Benefits are granted.



Sean M. Nelson
Administrative Law Judge
Unemployment Insurance Appeals Bureau
1000 East Grand Avenue
Des Moines, Iowa 50319-0209
Fax (515) 725-9067

September 23, 2022
Decision Dated and Mailed

smn/mh

APPEAL RIGHTS. If you disagree with the decision, you or any interested party may:

1. Appeal to the Employment Appeal Board within fifteen (15) days of the date under the judge's signature by submitting a written appeal via mail, fax, or online to:

**Employment Appeal Board
4th Floor – Lucas Building
Des Moines, Iowa 50319
Fax: (515)281-7191
Online: eab.iowa.gov**

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.

AN APPEAL TO THE BOARD SHALL 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 is based.

An Employment Appeal Board decision is final agency action. If a party disagrees with the Employment Appeal Board decision, they may then file a petition for judicial review in district court.

2. If no one files an appeal of the judge's decision with the Employment Appeal Board within fifteen (15) days, the decision becomes final agency action, and you have the option to file a petition for judicial review in District Court within thirty (30) days after the decision becomes final. Additional information on how to file a petition can be found at Iowa Code §17A.19, which is online at <https://www.legis.iowa.gov/docs/code/17A.19.pdf> or by contacting the District Court Clerk of Court <https://www.iowacourts.gov/iowa-courts/court-directory/>.

Note to Parties: YOU MAY REPRESENT yourself in the appeal or 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.

Note to Claimant: It is important that you file your weekly claim as directed, while this appeal is pending, to protect your continuing right to benefits.

SERVICE INFORMATION:

A true and correct copy of this decision was mailed to each of the parties listed.